



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, OCTOBER 13, 2016
Roswell Museum and Art Center
Bassett Auditorium - 100 W. 11th Street
Roswell, New Mexico 88201**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 15-56. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

OCTOBER 13, 2016

MAYOR - Dennis J. Kintigh

6:00 p.m.

Ward I
Juan Oropesa
Natasha Mackey

Ward II
Steve Henderson
Caleb T. Grant

Ward III
Art Sandoval
Jeanine Best

Ward IV
Jason Perry
Savino Sanchez Jr.

Ward V
Barry Foster
Tabitha D. Denny

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. All matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If two members of the council desire to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 15-56. Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation
Agenda/Consent Items/Minutes from the

1. Approval of agenda - Consider approval of the agenda for the Regular City Council meeting for October 13, 2016 as presented. (Sanchez)

NON-ACTION ITEMS (Information Items)

2. Presentation - Employer Support of the Guard and Reserve (ESGR) (Mr. Gary Smith)
3. Presentation - Municipal Court (Judge Lou Mallion)

PUBLIC PARTICIPATION ON AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

PUBLIC HEARING(S)

4. Public Hearing - To hold a public hearing and vote on the transfer of ownership of Liquor License No. 2764 from Oasis Bar and Grill, LLC dba Holiday Inn Roswell to Opulence Hospitality, Inc. dba Holiday Inn Roswell. (Sandoval/Holloman)
5. Proposed Ordinance 16-18 - To hold a public hearing and vote on Proposed Ordinance 16-18 the Affordable Housing Plan.(Best/Morris)

CONSENT ITEMS

Bids and RFP's

6. RFP 17-001 - Consider rejection of RFP 17-001 - Roswell International Air Center (RIAC) Food and Beverage Concession. (Scott Stark)

RIAC Leases

7. Consider approval to authorize Booton, Inc., a New Mexico Corporation, doing business as a Hertz Licensee, to renew their current lease agreement on counter and office spaces in the Terminal Building, 10 parking slots and land where Building No. 1052 is situated (Scott Stark)
8. Consider approval to authorize General Airframe (Genair) NM, LLC, a New Mexico Corporation a new lease agreement for Building 732, 2,860 square feet, more or less, and 15,000 square feet, more or less, adjacent land located at the RIAC. (Scott Stark)
9. Consider approval to authorize Alien City Dragway, LLC, a new lease agreement on an area of land known as "the dragstrip" located at the RIAC. (Scott Stark)

Resolution(s)

10. Resolution 16-66 - The Resolution shall mandate the cleanup of approximately seventy-seven (77) separate properties within the City. (Mike Mathews)
11. Resolution 16-67 - The Resolution shall require the removal or demolition of three (3) dilapidated structures. (Mike Mathews)

Lodger's Tax Request

12. Consider approval of funding of Lodgers' Tax for the Christmas Railway in the amount of \$9,600.

Minutes

13. Consider approval of the minutes from the August 25, 2016 Work Shop and the September 8, 2016 Regular City Council meeting. (Coll)

NEW BUSINESS / REGULAR ITEMS

Resolution(s)

14. Resolution 16-58 – Consider approval of proposed Governing Body Rules of Order. (Sanchez/Mayor Kintigh)
15. Resolution 16-68 - Consider approval of Resolution 16-68 Transportation Alternative Program (TAP) application for a Bicycle and Pedestrian Master Plan. (Best/Morris)
16. Resolution 16-69 - Consider approval of Resolution 16-69 to comply with the Open Meetings Act. (Sanchez/Coll)
17. Resolution 16-71 - Consider approval of Resolution 16-71 a budget amendment for the roof work for the Roswell Adult and Senior Center. (Grant/Garcia)

Request(s)

18. Consider approval to proceed with Roswell Adult and Senior Center roof repair utilizing CES New Mexico, a cooperative procurement process. (Best/Dillon)
19. RFP – 16-010 - Consider approval of RFP – 16-010 to approve staff to move forward with negotiations, cost analysis and contract terms for finalization to have Kemper Sports Management operate and maintain the Nancy Lopez Golf Course at Spring River. (Denny/Williams)
20. Proposed Ordinance 16-19 - Consider approval to advertise for a public hearing to be held and voted on at a Regular City Council meeting for November 11, 2016, for Proposed Ordinance 16-19 for the posting of property for “No Trespassing”. (Perry/Morris)
21. Proposed Ordinance 16-20 - Consider approval to advertise for a public hearing to be held and voted on at a Regular City Council meeting for November 11, 2016, for Proposed Ordinance 16-20 to create a Commercial Office (CO-1) Zoning District. (Perry/Morris)
22. OMA (Old Municipal Airport) - Consider approval of a concept plan for the installation of a new cell tower northwest of College Blvd. and Montana Avenue. (Best/Morris)

Closed Session

23. Closed Session - Pursuant to NMSA 1978 § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation referencing Utility Workers Union of America in which the City of Roswell is or may become a participant. (Sanchez/Coll)
24. Closed Session - Pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters regarding an investigation or possible discipline of a public employee. (Sanchez/Coll)

DEPARTMENT REPORTS

25. DEPARTMENT REPORTS:
 - Gross Receipts Tax
 - Roswell Public Library
 - Roswell Museum and Art Center
 - Animal Control
 - Human Resources
 - Police Department

- Convention Center
- Lodgers' Tax
- RIAC
- Code Enforcement
- Roswell Convention Center
- Visitor Center
- Fire Department
- Parks and Recreation

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: **Friday, October 7, 2016**

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 1.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Approval of agenda - Consider approval of the agenda for the Regular City Council meeting for October 13, 2016 as presented. (Sanchez)

BACKGROUND:

Approval of the agenda for the Regular City Council meeting for October 13, 2016.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Consider approval of the agenda for the Regular City Council meeting for October 13, 2016.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 2.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Presentation - Employer Support of the Guard and Reserve (ESGR) (Mr. Gary Smith)

BACKGROUND:

Employer Support of the Guard and Reserve (ESGR) is a Department of Defense organization established to promote cooperation and understanding between Service members and their civilian employers and to assist in the resolution of conflicts arising from the employee's military commitment. Chris Casey is the nominator and Matt Stewart is the recipient.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 3.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Presentation - Municipal Court (Judge Lou Mallion)

BACKGROUND:

Was appointed to Municipal Judge on January 1, 2015. There have been many changes made since then: house arrest, community service, probation, etc. We are still working on improving the court. We have plans to go paperless, to start photographing our customers, a fines due text reminder system, and getting more offenders into mental health programs to help improve their lives and lower the crime rate.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 4.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Aaron Holloman

CHAIR: N/A

ACTION REQUESTED:

Public Hearing - To hold a public hearing and vote on the transfer of ownership of Liquor License No. 2764 from Oasis Bar and Grill, LLC dba Holiday Inn Roswell to Opulence Hospitality, Inc. dba Holiday Inn Roswell. (Sandoval/Holloman)

BACKGROUND:

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly.

The Holiday Inn formerly operated under Oasis bar & Grill, LLC dba Holiday Inn Roswell, located at 3620 N. Main Street. The license has been purchased by Opulence Hospitality, Inc. to dba Holiday Inn Roswell.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

- The proposed location is within an area which the sale of alcoholic beverages is prohibited by the laws of New Mexico; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the Applicant has established a prima facie entitlement to the license. The burden of disapproval then shifts to the City.
- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license or approve the transfer of a license despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. A general disapproval of alcoholic beverage sales is not a valid basis for denial of the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in an area where the sale of alcoholic beverages is prohibited by state law.

- There does not appear to be evidence that the sale of alcohol at the location would be in violation of any City zoning law or other ordinance
- This is a transfer of ownership of an existing liquor license. The nature of the business has remained the same after the sale.

Attachments

Holiday Inn Transfer of Ownership of Liquor License



Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

David Jablonski
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Mary Kay Root
Director

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

September 9, 2016

Certified Mail No.: 9171 9690 0935 0079 1506 58

City of Roswell

Attn: Sharon Coll, Clerk
PO Box 1838
Roswell, NM 88202-1838

RECEIVED

SEP 13 2016

CITY CLERK
ROS WELL, NM

Re: **Lic. No. /Appl. No.:** License No. 2764 / Application No. 834526
Name of Applicant: Opulence Hospitality, Inc.
Doing Business As: Holiday Inn Roswell
Proposed Location: 3620 N. Main Street, Roswell, NM 88201

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

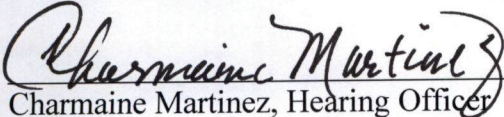
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 2764.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



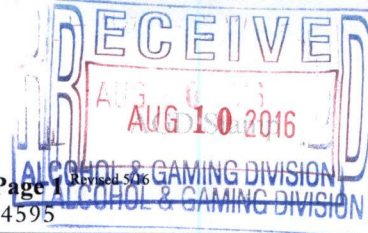
Charmaine Martinez, Hearing Officer
NM Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



Charmain
8-10-16



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment | Application Fee \$ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 2764 Type of License: Inter local Dispenser

8/10/2016
ENTERED
208.00
1865521

Check appropriate boxes:

Application is for: ☒ Transfer of Ownership ☐ Transfer of Ownership and Location ☐ Transfer of Location Only

Record Owner of Existing License: Oasis Bar + Grill, LLC

Current D/B/A Name: Holiday Inn Roswell

Current Premises Address: 3620 N. Main Street, Roswell, NM 88201

Current LOD: Roswell Is License moving out of Local Option District? ☐ Yes ☒ No

APPLICANT IS: ☐ Individual ☐ Limited Liability Company ☒ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company:

ADDRESS (including city, state, zip)

Opulence Hospitality, Inc. 5345 Wyoming Blvd NE #205, Albuquerque NM 87109

D/B/A Name to be used: Holiday Inn Roswell Business Phone #: (575) 623-3216

Email Address (required): dankumar@msn.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

3620 N. Main Street, Roswell, NM 88201

County of: Chaves County

Mailing Address: 5345 Wyoming Blvd #205, Albuquerque, NM 87109

Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☐ No If Yes, License # / Type: 2764

Agent/Contact Person: NEW MEXICO LIQUOR LICENSE KYLA STOKER Phone#: (505) 980-5614 Email: Rhodeskyla@yahoo.com

I, (print name) Dinesh Kumar, as (title) president

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

Signature of Applicant: [Signature] Date: 7-26-16

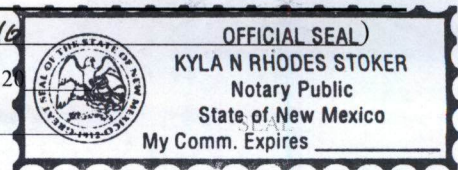
NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Bernalillo)

SUBSCRIBED AND SWORN TO before me this 26th day of July, 2016

By: Dinesh Kumar

Notary Public: [Signature]

My Commission Expires: 3/17/19



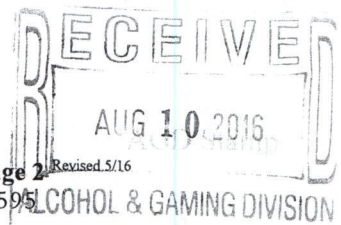
FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

- ☒ Owned by Applicant, copy of deed/document attached ☐ Leased by Applicant, copy of lease/document attached
☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): C-2 Community Commercial

☒ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Berrendo Baptist Church Miles/feet: +/- 1,690 ft

Address/location of Church: 401 W. Berrendo Rd, Roswell, NM 88201
Roswell Baptist Church - 0.9 (4752 ft)

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Del Norte Elementary School Miles/feet: +/- 1.18 miles

Address/location of School: 2701 N. Garden Ave, Roswell, NM 88201
Berrendo Elementary School - 1m. (5280 ft)

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
ca +/- 13 miles Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☒ Hotel ☒ Lounge ☐ Package Grocery ☒ Restaurant ☐ Racetrack
☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler
☐ Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

City of Roswell

Planning & Engineering Department

Planning & Zoning Office

PO Box 1838

Roswell, NM 88202-1838

Telephone: (575) 637-6294

Fax: (575) 624-6820



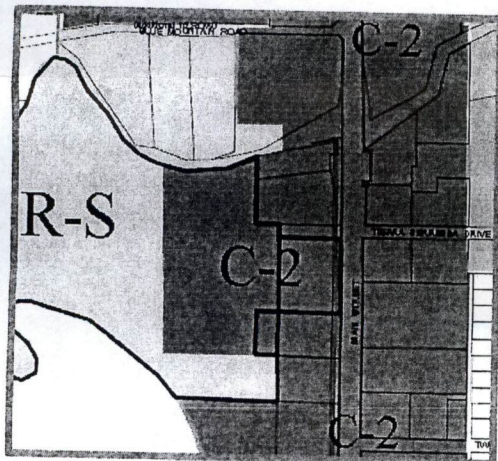
RE: Zoning Verification Letter for 3620 North Main Street
(Legal Description: Subd: TIERRA BERRENDO WEST SUBDIVISION
Lot: 2 S: 17 T: 10S R: 24E BK: 614 PG: 313 WD)

August 1, 2016

Kyla Stoker
New Mexico Liquor Licenses, LLC
6739 Academy Road NE, Suite 110
Albuquerque, NM 87109
rhodeskyla@yahoo.com

Dear Ms. Stoker:

The property located at 3620 North Main Street in Roswell, New Mexico, is zoned Community Commercial District (C-2). Hospitality Establishments (Example: hotels and motels) and Restaurants/food/drink/lounges/liquor are permitted uses by right and are legally conforming uses.



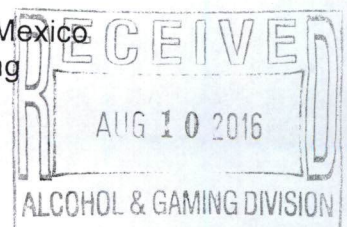
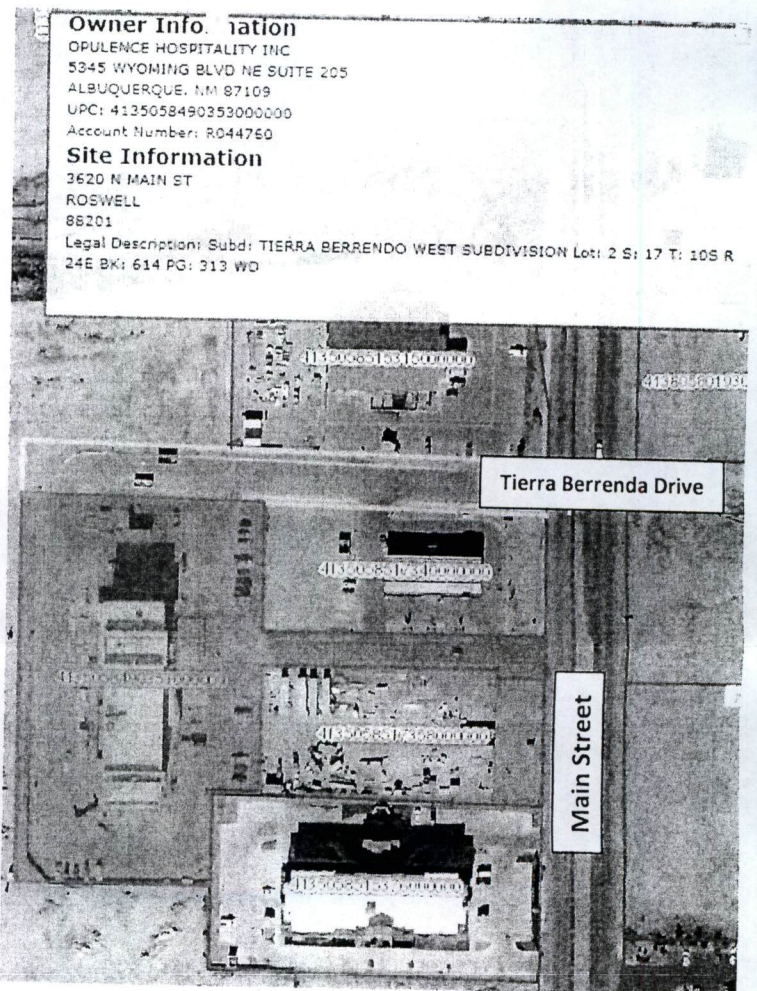
ZONING AUTHORITY:

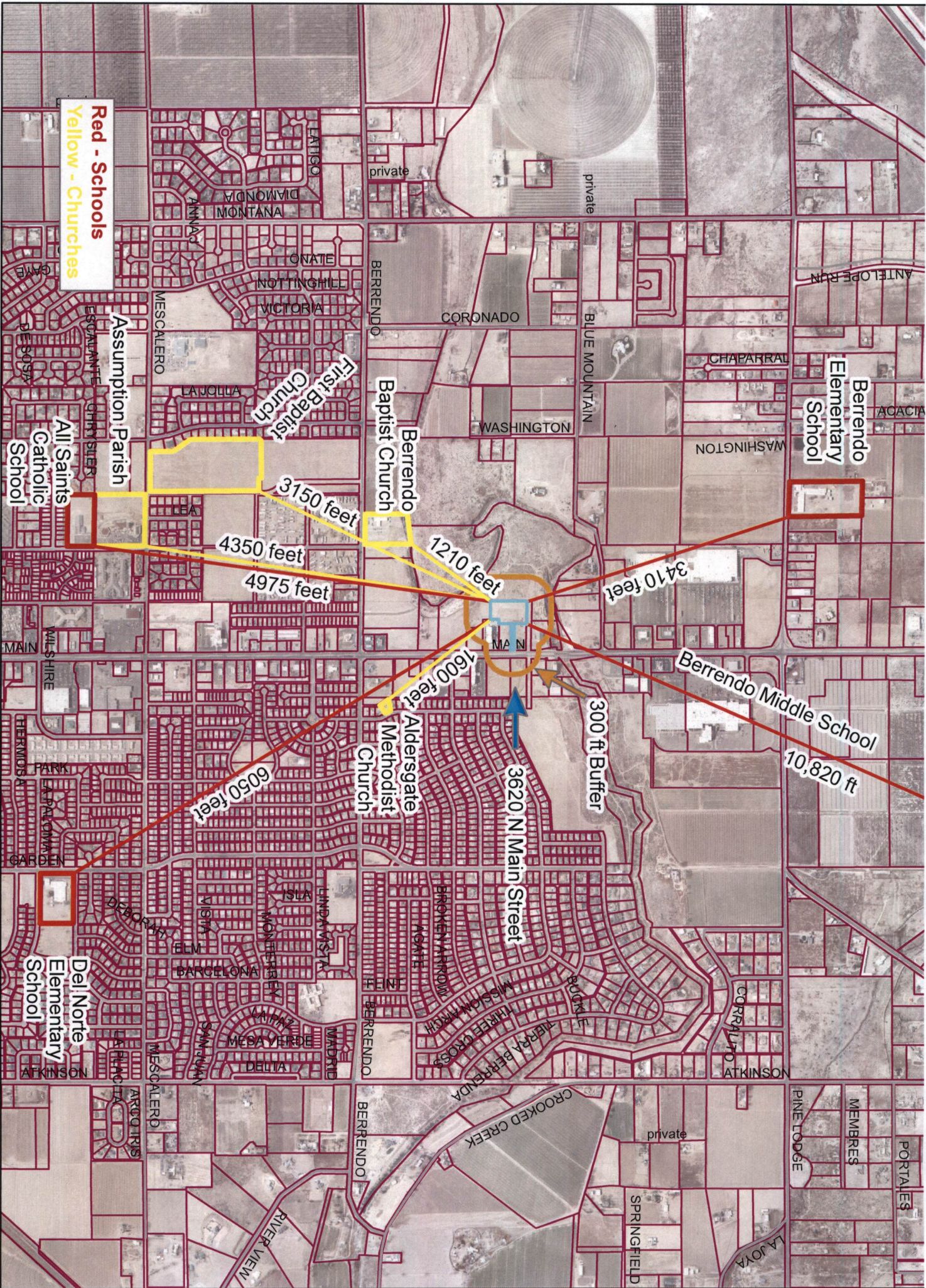
By:

Title: Current Planning Administrator

Printed Name: Merideth Hildreth

Municipality: City of Roswell, New Mexico
Department: Planning & Engineering
Phone: 575.637.6294





Liquor License buffer area and location of nearest Schools and Churches for
3610 N Main Street. Roswell. New Mexico.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 5.

Meeting Date: 10/13/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Proposed Ordinance 16-18 - To hold a public hearing and vote on Proposed Ordinance 16-18 the Affordable Housing Plan.(Best/Morris)

BACKGROUND:

Proposed Ordinance 16-18 will allow the City of Roswell to engage in all of the affordable housing strategies and programs that are included in the City's adopted Affordable Housing Plan.

This item has been review by the Mortgage Finance Committee which responded with 4 minor recommended changes which staff has incorporated into the draft Ordinance 16-18. Final MFA approval was received August 13, 2016.

FINANCIAL CONSIDERATION

There are no fiscal issues at this time with the adoption of the Proposed Ordinance.

LEGAL REVIEW:

The previous City Attorney has reviewed this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended approval of Proposed Ordinance 16-18 (3-0) at their meeting on August 15, 2016.

STAFF RECOMMENDATION:

Consider approval and vote on Proposed Ordinance 16-18 the Affordable Housing Plan.

Attachments

Proposed Ordinance 16-18 Affordable Housing

PROPOSED ORDINANCE NO. 16-18

AN ORDINANCE ESTABLISHING AN AFFORDABLE HOUSING PROGRAM PURSUANT TO THE AFFORDABLE HOUSING ACT; DEFINING TERMS; ESTABLISHING APPLICATION REQUIREMENTS AND REVIEW CRITERIA; AND ESTABLISHING PROCEDURES TO ADMINISTER AN AFFORDABLE HOUSING PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE AND SEVERABILITY.

WHEREAS, The City of Roswell, New Mexico (the "City") is a unit of local government under the laws of the State of New Mexico (the "State"); and,

WHEREAS, under an exception to the "anti-donation" clause) as set forth in Article IX, §14 of the New Mexico Constitution, the City is not prohibited from:

- A. Donating or otherwise providing or paying a portion of the costs of land for the construction on it of affordable housing, or;
- B. Donating or otherwise providing or paying a portion of the costs of construction or renovation of affordable housing, or the costs of conversion or renovation of buildings into affordable housing, or;
- C. Providing or paying the costs of financing or infrastructure necessary to support affordable housing projects; and,
- D. Donating or otherwise paying a portion of the costs of acquisition, development, construction, financing and operating or owning affordable housing.

WHEREAS, the Affordable Housing Act, NMSA 1978 § 6-27-1 *et seq.* (the "Act") implements the provisions of Subsections E and F of Section 14 of Article 9 of the New Mexico Constitution; and,

WHEREAS, the City Council ("Council"), the governing body of City of Roswell, desires to implement an affordable housing program for the City; and,

WHEREAS, the City Council has adopted an Affordable Housing Plan (Resolution 16-41) pursuant to the Act and the New Mexico Mortgage Finance Authority Affordable Housing Act Rules ("Rules"); and,

WHEREAS, this Ordinance has been drafted in accordance with the Affordable Housing Plan; and,

WHEREAS, the New Mexico Mortgage Finance Authority (MFA) has reviewed and approved the Plan and the form and terms of this Ordinance prior to final adoption hereof.

NOW THEREFORE, be it ordained by the governing body of City of Roswell, State of New Mexico:

Section 1. SHORT TITLE.

This article may be cited as the "City of Roswell Affordable Housing Ordinance."

Section 2. PURPOSE.

This ordinance is adopted to implement the City of Roswell Affordable Housing Plan. In accordance with the N.M. Constitution, Article IX, §14, the Affordable Housing Act, NMSA 1978, §6-27-1 *et seq.* (the "Act"), NMMFA Rules, the purpose of the Affordable Housing Ordinance is to:

- A. Establish procedures to ensure that State and local housing assistance grantees are Qualifying Grantees who meet the requirements of the Act and the Rules promulgated pursuant to the Act both at the time of the award and throughout the term of any grant or loan under the Program;
- B. Establish an application and award timetable for State housing assistance grants or loans to permit the selection of the Qualifying Grantee(s) by the City of Roswell.
- C. Create an evaluation process to determine in conjunction with the MFA:
 - 1. The financial and management stability of the Applicant;
 - 2. The demonstrated commitment of the Applicant to the community;
 - 3. A cost-benefit analysis of the project proposed by the Applicant;
 - 4. The benefits to the community of a proposed project;
 - 5. The type or amount of assistance to be provided;
 - 6. The scope of the Affordable Housing Project;
 - 7. Any substantive or matching contribution by the Applicant to the proposed project;
 - 8. A performance schedule for the Qualifying Grantee with performance criteria; and
 - 9. Any other rules or procedures the City believes are necessary for a full review and evaluation of the Applicant and the Application or which MFA believes is necessary for a full review of the City's evaluation of the Applicant;
- D. Require long-term affordability of the City's Affordable Housing Projects so that a project cannot be sold shortly after completion and taken out of the affordable

housing market;

- E. Require that a grant or loan for a project must impose a contractual obligation on the Qualifying Grantee that the affordable housing units in any project be occupied by persons of low or moderate income as defined in this Ordinance;
- F. Provide for adequate security against the loss of public funds or property in the event that the Qualifying Grantee abandons or otherwise fails to complete the project;
- G. Require review and approval of a housing grant project budget by the City and/or the MFA before any expenditure of grant funds or transfer of granted property;
- H. Require that a condition of grant or loan approval be proof of compliance with all applicable State and local laws, rules and ordinances;
- I. Provide definitions for "low-income" and "moderate-income" and set out requirements for verification of income levels; and
- J. Require that the City enter into a contract with the Qualifying Grantee consistent with the Act, which contract shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee and which contract shall be subject to the review of the MFA in its discretion;

Section 3. DEFINITIONS.

The following words and terms shall have the following meanings.

"Act" shall mean the Affordable Housing Act, NMSA 1978, §6-27-1 *et seq.*

"Affordability Period" shall mean:

1. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds that have been awarded, loaned, donated, or otherwise conveyed to the Qualifying Grantee is from one dollar (\$1.00) to fourteen thousand nine hundred ninety nine dollars and ninety nine cents (\$14,999.99), then the Affordability Period shall be not less than five (5) years.
2. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is from fifteen thousand dollars (\$15,000.00) up to and including forty thousand dollars (\$40,000.00), then the Affordability Period shall be not less than ten (10) years.
3. If the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is from forty thousand dollars (\$40,000.00) up to and including one hundred thousand dollars (\$100,000.00), then the Affordability Period shall be not less than fifteen (15) years.

4. If fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds is greater than one hundred thousand dollars (\$100,000.00), the Affordability Period shall be not less than twenty (20) years.

"Affordable" shall mean consistent with minimum rent and/or income limitations set forth in the MFA Act and in guidelines established by MFA.

"Affordable Housing" means residential housing primarily for persons or households of low or moderate income.

"Affordable Housing Funds" shall mean any or all funds awarded or to be awarded, loaned or otherwise distributed under the Act.

"Affordable Housing Plan" or "Plan" shall mean a plan pursuant to detailed research and analysis of the community and housing profile, including a review of land use and policy regarding land use, which produces a housing needs assessment for low and moderate income households in that locality.

"Affordable Housing Program" or "Program" shall mean any programs the City establishes pursuant to the Act and based on the findings of the approved City of Roswell Affordable Housing Plan.

"Affordable Housing Project" or "Project" shall mean any work or undertaking, whether new construction, acquisition of existing Residential Housing, remodeling, improvement, rehabilitation or conversion, which may be developed in one or more phases, as approved by the City and/or MFA for the primary purposes as allowed by the Act and in compliance with the findings of the City of Roswell Affordable Housing Plan.

"Applicant" shall mean an individual, a governmental housing agency, regional housing authority, a for-profit organization, including a corporation, limited liability company; partnership, joint venture, syndicate, or association or a nonprofit organization meeting the appropriate criteria set by the City and/or MFA.

"Application" shall mean an application to participate in one or more Affordable Housing Projects or Programs under the Act submitted by an Applicant to the City.

"Builder" shall mean an individual or entity licensed as a general contractor to construct Residential Housing in the State that satisfies the requirements of a Qualifying Grantee and has been approved by the City and/or MFA to participate in an Affordable Housing Program. The term "Builder" shall also include an individual or entity that satisfies the requirements of a Qualifying Grantee and has been approved by the City and/or MFA to participate in an Affordable Housing Program, who is not licensed as a general contractor in the State, provided such individual or entity contracts with a general contractor licensed in the State to construct Residential Housing.

"Building" shall mean a structure capable of being renovated or converted into Affordable Housing or a structure that is to be demolished and is located on land donated for use in connection with an Affordable Housing Project.

"Congregate Housing Facility" shall mean Residential Housing designed for occupancy by more than four Persons of Low or Moderate Income living independently of each other. The facility may contain group dining, recreational, health care or other communal living facilities and each unit in a Congregate Housing Facility shall contain at least its own living, sleeping, and bathing facilities.

"City" shall mean the City of Roswell, New Mexico, a unit of local government under the Constitution and laws of the State of New Mexico.

"Federal Government" shall mean the United States of America and any agency or instrumentality, corporate or otherwise, of the United States of America.

"Household" shall mean one or more persons occupying a housing unit.

"Housing Assistance Grant" means the donation, provision or payment by the City of:

1. Land upon which affordable housing will be constructed; or,
2. An existing Building that will be renovated, converted or demolished and reconstructed as Affordable Housing; or,
3. The costs acquisition, development, construction, financing, and operating or owning affordable housing; or,
4. The costs of financing or infrastructure necessary to support Affordable Housing.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Infrastructure" shall mean Infrastructure Improvements and Infrastructure Purposes.

"Infrastructure Improvement" includes, but is not limited to:

1. Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;
2. Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;
3. Water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal;
4. Areas for motor vehicle use for road access, ingress, egress and parking;
5. Trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use

for access, ingress, egress and parking;

6. Parks, recreational facilities and open space areas for the use of residents for entertainment, assembly and recreation;
7. Landscaping, including earthworks, structures, plants, trees and related water delivery systems;
8. Electrical transmission and distribution facilities;
9. Natural gas distribution facilities;
10. Lighting systems;
11. Cable or other telecommunications lines and related equipment;
12. Traffic control systems and devices, including signals, controls, markings and signs;
13. Inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; and
14. Heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.

"Infrastructure Purpose" shall mean:

1. Planning, design, engineering, construction, acquisition or installation of Infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of the Infrastructure, provided the City may determine it appropriate to reduce or waive building permit fees, sewer and water hook-up fees and other fees with respect to an Affordable Housing Project for which Affordable Housing Funds and/or Housing
2. Assistance Grants are awarded, loaned, donated or otherwise distributed under the Act;
3. Acquiring, converting, renovating or improving existing facilities for Infrastructure, including facilities owned, leased or installed by the owner;
4. Acquiring interests in real property or water rights for Infrastructure, including interests of the owner; and,
5. Incurring expenses incident to and reasonably necessary to carry out the purposes specified in this subsection.

"MFA" shall mean the New Mexico Mortgage Finance Authority.

"MFA Act" shall mean the Mortgage Finance Authority Act, enacted as Chapter 303 of the Laws of 1975 of the State of New Mexico, as amended (being Sections 58-18-1 through 58-18-27, inclusive, N.M.S.A (1978), as amended).

"Mortgage" shall mean a mortgage, mortgage deed, deed of trust or other instrument creating a lien, subject only to title exceptions as may be acceptable to the City and/or the MFA, on a fee interest in real property located within the State or on a leasehold interest that has a remaining term at the time of computation that exceeds or is renewable at the option of the lessee until after the maturity day of the Mortgage Loan.

"Mortgage Lender" shall mean any bank or trust company, mortgage company, mortgage banker, national banking association, savings bank, savings and loan association, credit union, building and loan association and any other lending institution; provided that the mortgage lender maintains an office in the State, is authorized to make mortgage loans in the State and is approved by the City and/or the MFA and either the Federal Housing Authority, Veterans' Affairs, Federal National Mortgage Association (now known as Fannie Mae), or Federal Home Loan Mortgage Corporation.

"Mortgage Loan" shall mean a financial obligation secured by a Mortgage, including a Mortgage Loan for a Project.

"Multiple Family Housing Project" shall mean Residential Housing that is designed for occupancy by more than four persons or families living independently of each other or living in a Congregate Housing Facility, at least eighty percent (80%) of whom are Persons of Low or Moderate Income, including without limitation Persons of Low or Moderate Income who are elderly and handicapped as determined by the City and/or the MFA, provided that the percentage of low-income persons and families shall be at least the minimum, if any, required by federal tax law.

"Multi-Family Housing Program" shall mean a program involving a Congregate Housing Facility, a Multiple Family Housing Project or a Transitional Housing Facility.

"Persons of Low or Moderate Income" shall mean persons and families who are determined to lack sufficient income to pay enough to cause private enterprise to build an adequate supply of decent, safe and sanitary residential housing in the City and whose incomes are below the income levels established by MFA and the Plan to be in need of the assistance made available by the Act, taking into consideration, without limitation, such factors as defined under the Act. For purposes of this definition, the word "families" shall mean a group of persons consisting of, but not limited to, the head of a household; his or her spouse, if any; and children, if any, who are allowable as personal exemptions for Federal income tax purposes. In accordance with the Plan, persons of low and moderate income who are eligible for assistance are as follows:

1. Persons of low income shall mean persons in households with annual gross incomes below 80% of Area Median Income for the City as approved and published each year by MFA and verified by the City.

2. Persons of Moderate Income shall mean persons in households with annual gross incomes between 80% and 100% of Area Median Income for City as approved and published each year by MFA and verified by the City.
3. For purposes of this definition, "annual gross income" shall mean the annual anticipated income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR Section 5.609.

"Ordinance" shall mean this Ordinance (No.16-18).

"Policies and Procedures" shall mean Policies and Procedures of the MFA, including but not limited to, Mortgage Loan purchasing, selling, servicing and reservation procedures, which the MFA may update and revise from time to time as the MFA deems appropriate.

"Public Service Agencies" shall include, but are not limited to, any entities that support Affordable Housing and which believe that the program or project proposed by the Applicant is worthy and advisable, but which are not involved, either directly or indirectly, in the Affordable Housing Program or Project for which the Applicant is applying.

"Qualifying Grantee" means:

1. An individual who is qualified to receive assistance pursuant to the Act and is approved by the City; and
2. A governmental housing agency, regional housing authority, corporation, a limited liability company, partnership, joint venture, syndicate, association or a nonprofit organization that:
 - a. Is organized under State or local laws and can provide proof of such organization;
 - b. If a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and
 - c. Is approved by the City.

"Recertification" shall mean the recertification of Applicants and/or Qualifying Grantees participating in any Affordable Housing Programs or in any programs under the Act as determined necessary from time to time by the City and/or MFA.

"Rehabilitation" shall mean the substantial renovation or reconstruction of an existing single-family residence or a Multi-Family Housing Project, which complies with requirements established by MFA. Rehabilitation shall not include routine or ordinary

repairs, improvements or maintenance, such as interior decorating, remodeling or exterior painting, except in conjunction with other substantial renovation or reconstruction.

"Residential Housing" shall mean any Building, structure or portion thereof that is primarily occupied, or designed or intended primarily for occupancy, as a residence by one or more Households and any real property that is offered for sale or lease for the construction or location thereon of such a building, structure or portion thereof. This can also include congregate housing, manufactured homes and housing intended to provide or providing transitional or temporary housing for homeless persons.

"Residential Use" shall mean that the structure or the portion of the structure to benefit from the Affordable Housing Funds or Housing Assistance Grant is designed primarily for use as the principal residence of the occupant or occupants and shall exclude vacation or recreational homes.

"RFP" shall mean any request for proposals made by the City.

"Rules" shall mean the New Mexico Mortgage Finance Authority Affordable Housing Act Rules adopted pursuant to Section 6-27-8(B) NMSA 1978.

"State" shall mean the State of New Mexico.

"Transitional Housing Facility" shall mean residential housing designed for temporary or transitional occupancy by Persons of Low or Moderate Income or special needs.

Section 4. GENERAL REQUIREMENTS.

The following requirements shall apply to all Housing Assistance Grants and/or Affordable Housing Funds awarded, loaned or otherwise distributed by the City under the Act to a Qualifying Grantee.

- A. Request for Proposals.** The City, in its discretion, may issue one or more RFPs to solicit applications from Applicants or shall otherwise identify a Qualifying Grantee for the use of any Affordable Housing Funds or Housing Assistance Grants to be awarded, loaned, donated or otherwise distributed under the Act.
- B. Applicant Eligibility.** The following Applicants are eligible under the Act to apply for Affordable Housing Funds or a Housing Assistance Grant to provide housing or related services to Persons of Low or Moderate Income in the community:
 - (i) All individuals who are qualified to receive assistance pursuant to the Act, the Rules, and this Ordinance that are approved by the City;
 - (ii) All regional housing authorities and any governmental housing agencies;

- (iii) All for-profit organizations, including any corporation, limited liability company, partnership, joint venture, syndicate or association;
- (iv) All non-profit organizations meeting the following requirements:
 - (a) A primary mission of the nonprofit organization must be to provide housing or housing-related services to Persons of Low or Moderate Income; and
 - (b) The non-profit organization must have received its 501(c)(3) designation prior to submitting an Application;
 - (c) Have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- (v) All non-individual Applicants must:
 - (a) Be organized under State or local laws and can provide proof of such organization and be approved by the City; and,
 - (b) Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles; and,
 - (c) Have among its purposes significant activities related to providing housing or services to Persons or Households of Low or Moderate Income; and,
 - (d) Have no significant outstanding or unresolved monitoring findings from the City, MFA, or its most recent independent financial audit, or if it has any such findings, it has a certified letter from the City, MFA, or auditor stating that the findings are in the process of being resolved.

C. Applications.

- (i) Process for Applying. Applicants wishing to apply for a Housing Assistance Grant, including the use of any Affordable Housing Funds, or to participate in any Affordable Housing Program are required to submit to the City the following (as applicable):
 - (a) One original Application together with all required schedules, documents, or such other information which may be required by the City or in any RFP which may have been issued by the City;

- (b) A proposal describing the nature and scope of the Affordable Housing Project proposed by the Applicant and for which the Applicant is applying for funds or a grant under the Act, and which documents the need for the requested funds or grant, describes the type and/or amount of assistance which the Applicant proposes to provide to Persons of Low or Moderate Income and documents the consistency of the proposal with the City's Affordable Housing Plan;
- (c) Executive summary and project narrative(s) that address the evaluation criteria set forth in any RFP issued by the City for the Affordable Housing Funds or the Housing Assistance Grant for which the Applicant is applying;
- (d) A proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;
- (e) Current independent financial audit;
- (f) If the Applicant is a non-profit organization:
 - (i) Proof of 501(c)(3) tax status;
 - (ii) Documentation that confirms that no part of its net earnings inures to the benefit of any member, founder, contributor or individual;
- (g) If an Applicant is a legal entity, including a non-profit organization:
 - (i) A current annual budget for the Applicant, including all sources and uses of funds not just those related to relevant programs and/or a current annual budget only for the program for which the Applicant is applying for a Housing Assistance Grant, or as otherwise may be required by the City and/or the MFA in its discretion;
 - (ii) An approved mission statement that the Applicant has among its purposes significant activities related to providing housing or housing-related services to Persons or Households of Low or Moderate Income;
 - (iii) A list of members of the Applicant's current board of directors or other governing body, including designated homeless participation, where required by the City;
 - (iv) Evidence (or a certification as may be allowed by the City) that

the Applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principles or has a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles;

- (v) Evidence that the Applicant has no significant outstanding or unresolved monitoring findings from the City, MFA, or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the City, MFA or its most recent independent financial audit, it has a certified letter from the City, MFA or the auditor stating that the findings are in the process of being resolved;
- (vi) An organizational chart, including job titles and qualifications for the Applicant's employees or as otherwise may be required by the City and/or MFA in its discretion. Job descriptions may be submitted as appropriate;
- (vii) Documentation that the Applicant is duly organized under State or local law and certification that the Applicant is in good standing with any State authorities, including the Public Regulation Commission and the Secretary of State;
- (h) Information as may be required by the City in order for it to determine the financial and management stability of the Applicant;
- (i) Information as may be required by the City in order for it to determine the demonstrated commitment of the Applicant to the community;
- (j) A completed cost-benefit analysis of the Affordable Housing Project proposed by the Applicant. Any cost-benefit analysis must include documentation that clearly evidences that there is a need for the Housing Assistance Grant being requested from the City, that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act, and that the Affordable Housing Project will meet the needs and affordability criteria defined in the City's Affordable Housing Plan;
- (k) Information supporting the benefits to the community of the Affordable Housing Project proposed by the Applicant;
- (l) Proof of substantive or matching funds or contributions and/or in-kind donations to the proposed Affordable Housing Project in connection with the Application for funds under the Act. Nothing

contained herein shall prevent or preclude an Applicant from matching or using local, private, or federal funds in connection with a specific Housing Assistance Grant or a grant of Affordable Housing Funds under the Act;

- (m) Any certifications or other proof which the City may require in order for the City to confirm that the Applicant is in compliance with all applicable federal, State and local laws, rules and ordinances;
 - (n) A verification signed by the Applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the Applicant's information, knowledge and belief;
 - (o) Certifications as may be required by the City and signed by chief executive officer, board president, or other authorized official of the Applicant;
 - (p) Applicant shall submit adequate information, as required by City and/or MFA, of the Affordable Housing Project proposed by the Applicant. The information provided must clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to Persons of Low or Moderate Income, and that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act.
- (ii) Additional Requirements for Multi-Family Housing Projects. Applicants who are submitting Applications in connection with a Multi-Family Housing Program must also submit to the City following additional information:
- (a) A verified certificate that, among other things:
 - (i) Identifies every Multi-Family Housing Program, including every assisted or insured project of HUD, RHS, FHA and any other state or local government housing finance agency in which such Applicant has been or is a principal;
 - (ii) States that, except as shown on such certificate:
 - (A) No mortgage on a project listed on such certificate has ever been in default, assigned to the Federal Government or foreclosed, nor has any mortgage relief by the mortgagee been given;
 - (B) There has not been a suspension or termination of payments under any HUD assistance contract in which

the Applicant has had a legal or beneficial interest;

- (C) Such Applicant has not been suspended, debarred or otherwise restricted by any department or agency of the Federal Government or any state government from doing business with such department or agency because of misconduct or alleged misconduct; and
- (D) The Applicant has not defaulted on an obligation covered by a surety or performance bond.

If such Applicant cannot certify to each of the above, such Applicant shall submit a signed statement to explain the facts and circumstances that such Applicant believes will explain the lack of certification. The City may then determine if such Applicant is or is not qualified.

- (b) The experience of the Applicant in developing, financing and managing Multiple-Family Housing Projects; and
 - (c) Whether the Applicant has been found by the United States Equal Employment Opportunity Commission or the New Mexico Human Rights Commission to be noncompliant with any applicable civil rights laws.
- (iii) Additional Requirements for Mortgage Lenders. If the Applicant is a Mortgage Lender, the City shall consider, among other things:
- (a) The financial condition of the Applicant;
 - (b) The terms and conditions of any loans to be made;
 - (c) The aggregate principal balances of any loans to be made to each Applicant compared with the aggregate principal balances of the loans to be made to all other Applicants;
 - (d) The City's assessment of the ability of the Applicant or designated servicer to act as originator and servicer of Mortgage Loans for any Multi-Family Housing Programs or other programs to be financed; and,
 - (e) Previous participation by the Applicant in the MFA's programs and HUD, Federal Housing Authority or Rural Housing Service programs.
- (iv) Submission Procedure.

(a) Time, Place and Method of Submission Delivery.

- (i) If the City issued an RFP, all Applications must be received by the City no later than the deadline set forth in the RFP; otherwise, all applications must be received by the City by the deadline the City has established in connection with the respective award or grant. So that any Qualifying Grantees may be selected prior to January of the year in which any Housing Assistance Grant would be made, the City shall issue any RFP's, solicit any Applications, or otherwise identify any Qualifying Grantees no later than October 15 of any year in order to allow sufficient time for prospective applicants to respond to any such RFP, solicitation, or otherwise, and further to allow MFA not less than forty-five (45) days in which to review any such applications or otherwise determine or confirm that an applicant is a Qualifying Grantee under the Act and consistent with the Rules.
- (ii) Applications shall be submitted by Applicants to the City in the form required by the City and shall contain all information which is required by this Ordinance and any RFP which may have been issued.

(b) Additional Factors. The Application procedures shall take into consideration:

- (i) Timely completion and submission to the City of an Application or other appropriate response to any solicitation by the City;
- (ii) Timely submission of all other information and documentation related to the program required by the City as set forth in this Ordinance or as set forth in the Rules;
- (iii) Timely payment of any fees required to be paid to the City at the time of submission of the Application; and
- (iv) Compliance with program eligibility requirements as set forth in the Act, the Rules and this Ordinance.

(c) Submission Format.

- (i) City or MFA forms (if available) must be used when provided and no substitutions will be accepted; however attachments may be provided as necessary.

- (ii) An Applicant's failure to provide or complete any element of an Application, including all requirements of the City or as may be listed on any RFP, may result in the rejection of the Application prior to review.
 - (iii) Illegible information, information inconsistent with other information provided in the application, and/or incomplete forms will be treated as missing information and evaluated accordingly.
 - (iv) The City of Roswell and MFA reserve the right to request further information from any Applicant so long as the request is done fairly and does not provide any Applicant an undue advantage over another Applicant.
 - (v) The City in its discretion may cancel any RFP or reject any or all proposals in whole or part submitted by any Applicant.
 - (vi) Neither the City nor MFA shall be responsible for any expenses incurred by an Applicant in preparing and submitting an Application. However, the City or MFA, as applicable, may establish and collect fees from Applicants who file Applications. Notice that fees will be charged and the amount of any such fees shall be included by the City or MFA, as applicable, in any RFP or otherwise shall be advertised as part of the Application solicitation process.
- (v) Review by the City. On receipt of an Application, the City shall:
- (a) Determine whether the Application submitted by the Applicant is complete and responsive;
 - (b) Determine whether the Applicant is a Qualifying Grantee as defined herein and in the Act;
 - (c) Review and analyze whether the Applicant has shown a demonstrated need for activities to promote and provide affordable housing and related services to Persons of Low or Moderate Income and that the proposal is consistent with the City's adopted Affordable Housing Plan;
 - (d) Determine whether the Applicant has demonstrated experience related to providing housing or services to Persons of Low or Moderate Income; as well as experience and/or the capacity of the Applicant to administer the Affordable Housing Program or Project for which the Applicant has applied;

- (e) Determine whether the Applicant's proposal provides a plan for coordinating with other service providers in the community; whether the Applicant's plan addresses how Persons of Low Income or Moderate Income in need of housing and/or housing related supportive services can receive supportive services and referrals to federal, State and local resources; and, whether the Applicant's plan addresses outreach efforts to reach the population to be served as identified by the City in any RFP, the Affordable Housing Plan or otherwise;
- (f) Determine whether the Applicant has support from Public Service Agencies, or other support as may be required by the City and/or MFA in its discretion, for its proposed services in the community;
- (g) Ascertain the amount of any matching funds or in-kind services specific to the program that may be utilized by the Applicant in connection with the program;
- (h) Ascertain whether any local, private, or federal funds will be used by the Applicant in connection with the specific grant for which the Applicant is applying;
- (i) Ascertain whether the Applicant has and can demonstrate the capability to manage the implementation of the Program for which the Applicant is applying;
- (j) If Applicant is a prior recipient of either a Housing Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the Applicant had no outstanding findings or matters of non-compliance with program requirements from the City or the MFA, as applicable or if it has any such findings, it has a certified letter from the City, MFA, or auditor stating that the findings are in the process of being resolved;
- (k) If Applicant is a prior recipient of either a Housing Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the Applicant reasonably committed and expended the funds under the prior Program and/or met anticipated production levels as set forth in any contract with the City or MFA, as applicable, for those prior Program funds;
- (l) Evaluate the Applicant's proposal in part based upon the Applicant's current financial audit;
- (m) Evaluate the Applicant's proposed budget for the Project for which

the Applicant is applying for Affordable Housing Funds or a Housing Assistance Grant which proposed budget must be approved by the City before the Applicant can be approved as a Qualifying Grantee and any expenditure of grant funds under the Act or granted property is transferred to the Applicant;

- (n) On receipt of an Application from a Builder, the City will analyze the Builder's ability to construct and sell sufficient Residential Housing units to Persons of Low or Moderate Income within the time or times as may be required by the City.
 - (o) Consider other factors it deems appropriate to ensure a reasonable geographic allocation for all Affordable Housing Programs.
- (vi) Certification by the City to MFA. The City shall certify an Application to MFA in writing upon:
 - (a) Completion of its review of the Application;
 - (b) Determination that the Application is complete;
 - (c) Determination that the requirements of the Act, the Rules and this Ordinance have been satisfied; and
 - (d) Determination that the Applicant is a Qualifying Grantee.
- (vii) Review by MFA. MFA upon its receipt of the certification from the City may, in its discretion, review the Application and any of the materials submitted by the Applicant to the City. MFA may also request any additional information from the Applicant, which it may require in order to determine whether the Applicant is a Qualifying Grantee under the Act and the Application is complete. MFA will then notify the City of its determination of whether or not the Application is complete and that the requirements of the Act and the Rules have been satisfied and the Applicant is a Qualifying Grantee. Unless the period is extended for good cause shown, the MFA shall act on an Application within forty-five (45) days of its receipt of any Application, which MFA deems to be complete, and, if not acted upon, the Application shall be deemed to be approved.
- (viii) Notification of Acceptance. The City, upon completion of its review of the Application and an evaluation of the criteria for approval of the Application as set forth in the this Ordinance and in any RFP issued by the City and upon its determination that the Applicant is a Qualifying Grantee, and upon its receipt of notification from MFA that it agrees that the Application is complete and that the Act and Rules have been satisfied and the Applicant is a Qualifying Grantee, by written notice, shall notify each Applicant which

has submitted an Application of the approval or disapproval of its Application. Upon approval of its Application, the Applicant shall be considered approved to participate in the Affordable Housing Program. The City's and MFA's determination of any Application shall be conclusive.

D. Additional Requirements. Upon acceptance, the following additional requirements shall apply to any Applicant who is a Qualifying Grantee:

- (i) **Contractual Requirements.** The Qualifying Grantee shall enter into one or more contracts with the City, which contract(s) shall be consistent with the Act and subject to the review by MFA, in its discretion, and which contract(s) shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee.
- (ii) **Security Provisions; Collateral Requirements.** In accordance with the Act, the Rules and this Ordinance, the City shall require the Qualifying Grantee to execute documents, which will provide adequate security against the loss of public funds or property in the event the Qualifying Grantee abandons or fails to complete the Affordable Housing Project, and which shall further provide, as may be permitted by law, for the recovery of any attorneys' fees and costs which the City and/or MFA may incur in enforcing the provisions of this Ordinance, the Rules, the Act and/or any agreement entered into by the City and the Qualifying Grantee, and which documents may include, but are not limited to the following: note, Mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the City may require in order to allow for any funds which the Qualifying Grantee may receive under a Housing Assistance Grant or Affordable Housing Funds to be adequately secured and to allow the City and MFA to ensure that such funds shall be used by the Qualifying Grantee in accordance with the Act, the Rules and this Ordinance.
- (iii) **Performance Schedule and Criteria.** The Qualifying Grantee shall be required to abide by a reasonable performance schedule and performance criteria that the City, in its discretion, may establish.
- (iv) **Examination of Books and Records.** The Qualifying Grantee shall submit to and the City shall cause to be made such examinations of the books and records of each Qualifying Grantee as the City and/or MFA deems necessary or appropriate to determine the Qualifying Grantee's compliance with the terms of the Act, the Rules, this Ordinance and any contracts between the Qualifying Grantee and the City. The City and/or MFA may require each Qualifying Grantee to pay the costs of any such examination.
- (v) **Infrastructure Cost Reimbursement Contracts.**
 - (a) **Cost Reimbursements.** Payment to a Qualifying Grantee under cost

reimbursable contract provisions shall be made upon the City's receipt from the Qualifying Grantee of certified and documented invoices for actual expenditures allowable under the terms of any agreement between the Qualifying Grantee and the City.

- (b) **Cost Reimbursements For Units of Service.** Payment under any unit cost contract provisions shall be made upon the City's receipt from the Qualifying Grantee of a certified and documented invoice showing the number of units of service provided during the billing period.
- (c) **Rate at which Costs Incurred.** Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Qualifying Grantee at an approximate level rate during the term of any agreement between the Qualifying Grantee and the City. If The City determines that the Qualifying Grantee is underspending or overspending, then the City may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.
- (d) **Invoices.** Qualifying Grantees shall not submit invoices more than once a month, unless written approval is obtained in advance from the City. Failure to submit invoices within twenty (20) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.
- (e) **No Dual Application of Costs.** The Qualifying Grantee shall certify that any direct or indirect costs claimed by the Qualifying Grantee will not be allocable to or included as a cost of any other program, project) contract, or activity operated by the Qualifying Grantee and which has not been approved by the City in advance, in writing.
- (f) **Prohibition of Substitution of Funds.** Any Affordable Housing Funds or other amounts received by Qualifying Grantee may not be used by Qualifying Grantee to replace other amounts made available or designated by the State or local governments through appropriations for use for the purposes of the Act.
- (g) **Cost Allocation.** The Qualifying Grantee shall clearly identify and distribute all costs incurred pertaining to the Affordable Housing Project by a methodology and cost allocation plan at times and in a manner prescribed by, or acceptable to the City.
- (vi) **Additional Information.** Qualifying Grantees shall provide the City with any and all information which the City may reasonably require in order for it to confirm that the Qualifying Grantees continue to satisfy the requirements of the Act, the Rules and this Ordinance throughout the term of any contract

and/or any Affordability Period or otherwise as may be required by the City or MFA in its discretion. At a minimum, on an annual basis, the City shall certify to MFA in writing that to the best of its knowledge the Qualifying Grantee is in compliance with applicable provisions of the Act, the Rules and this Ordinance.

E. Affordable Housing Requirements. All Affordable Housing Funds or Housing Assistance Grants awarded under the Act are to be used by Qualifying Grantees for the benefit of Persons of Low or Moderate Income subject to the provisions of the Act and with particular regard to their housing related needs.

- (i) **Single Family Property.** Qualifying Grantees shall agree that they shall maintain any single-family property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefited from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as Affordable Housing for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.
- (ii) **Multi-Family Property.**
 - (a) **Single Apartment within a Multi-Family Property.** Qualifying Grantees shall agree that, if any single apartments are to be rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from Affordable Housing Funds, those apartments shall be leased to Persons of Low or Moderate Income at the time of any such award. Qualifying Grantees, who are the landlords and/or owners of such properties, shall further agree to contribute at least sixty percent (60%) of the cost of the rehabilitation, weatherization, conversion, lease, repair, and/or construction. Qualifying Grantees also shall agree that the Persons of Low or Moderate Income, who are tenants of those apartments, shall be allowed to remain tenants for so long as there are no uncured defaults by those tenants under their respective leases and provided that there is no just cause for the landlord to terminate any lease agreement with those tenants.
 - (b) **Multiple Apartments.** Qualifying Grantees shall agree that, if multiple apartments or an entire multi-family property are to be acquired, rehabilitated, weatherized, converted, leased, repaired, constructed or otherwise are to benefit from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such

properties, they shall maintain not less than sixty percent (60%) of the housing units as Affordable Housing for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.

- (iii) **Non-Residential Property.** Qualifying Grantees shall agree that they shall maintain any non-residential property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefitted from Affordable Housing Funds, including but not limited to any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as a facility which provides housing related-services to Persons of Low or Moderate Income for so long as any or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is longer.
- (iv) **Housing Assistance Grant Affordability Requirements.** Qualifying Grantees shall agree that they shall maintain any land or buildings received as a Housing Assistance Grant either as either single-family or multi-family Affordable Housing in accordance with Sections 4.E.(i) and (ii) of this Ordinance or as a facility which provides housing related-services to Persons of Low or Moderate Income in accordance with Section 4.E.(iii) of this Ordinance (as applicable) for the duration of the Affordability Period. Qualifying Grantees shall agree that they shall maintain any land or buildings for which they have received the costs of Infrastructure as a Housing Assistance Grant either as either single-family or multi-family Affordable Housing or as a facility which provides housing related-services to Persons of Low or Moderate Income (as applicable) for the duration of the Affordability Period. In calculating the Affordability Period for Housing Assistance Grants of either land or buildings, the fair market value of the land or buildings or the costs of Infrastructure at the time of the donation by the City shall apply.
- (v) **Affordability Period.** The City, in its discretion, may increase the Affordability Period in any contract, note, Mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the City may enter into with any Qualifying Grantee or beneficiary of the Affordable Housing Funds or of the Housing Assistance Grant. (See definition of Affordability Period in Section 3.H. of this Ordinance.) Notwithstanding the foregoing, in the discretion of MFA, weatherization funds conveyed from the State to MFA and/or any other similar conveyances where an Affordability Period is not practical, shall not be subject to the Affordability Period requirements of this Section 4.E.; but nevertheless, any such conveyances may be subject to recapture on some

pro-rated basis as determined by the City and/or MFA.

F. Consent to Jurisdiction. Each Qualifying Grantee shall consent to the jurisdiction of the courts of the State over any proceeding to enforce compliance with the terms of the Act, the Rules and this ordinance and any agreement between the Qualifying Grantee and the City and/or MFA.

G. Recertification Procedures.

- (i) The Qualifying Grantee must meet the requirements of the Act, the Rules and this Ordinance both at the time of any award and throughout the term of any grant and contract related thereto.
- (ii) The City may establish procedures for recertifying Qualifying Grantees from time to time.
- (ii) Qualifying Grantees that fail to satisfy the requirements for Recertification shall cease to be eligible and shall be denied further participation in Affordable Housing programs until the requirements of the City and MFA are satisfied.

H. Compliance with the Law. Qualifying Grantee shall provide the City with any certifications or other proof that it may require in order for the City and MFA to confirm that the Qualifying Grantee and the Qualifying Grantee's proposed Project are in compliance with all applicable federal, State and local laws, rules and ordinances. At a minimum, on an annual basis, the Qualifying Grantee shall provide the City with certifications and proof of compliance, and the City shall certify to MFA in writing that the Qualifying Grantee is still in compliance with the Act and the Rules.

I. City of Roswell Grant Requirements.

- (i) The City is authorized to make Housing Assistance Grants under the Act. Upon determination that the City will make a Housing Assistance Grant, including the use of any Affordable Housing Funds, the City shall, upon request, provide MFA with the following:
 - (a) Documentation that confirms that the City has an existing valid Affordable Housing Plan;
 - (b) Documentation that confirms that the City has an existing valid Affordable Housing Ordinance which provides for the authorization of the Housing Assistance Grant, including the use of any Affordable Housing Funds;
 - (c) Written certification that the proposed grantee is in compliance with

Act and the Rules so that MFA may confirm that the Application is complete, and that the proposed grantee is a Qualifying Grantee under the Act and the Rules.

- (ii) Prior to the submission of the application and project authorization to the Council, the Council must approve the budget submitted by the Applicant.
- (iii) An action authorizing the City to make a Housing Assistance Grant and/or distribute Affordable Housing Funds:
 - (a) Must authorize the grant, including use of Affordable Housing Funds, if any;
 - (b) Must state the requirements and purpose of the grant; and
 - (c) Must authorize the transferor disbursement to the Qualifying Grantee only after a budget is submitted to and approved by the Council;
 - (d) Must comply with the Rules, as amended;
 - (e) May provide for matching or using local, private or federal funds either through direct participation with a federal agency pursuant to federal law or through indirect participation through MFA.
- (iv) MFA shall act to approve the proposed Housing Assistance Grant authorized by the City within forty-five (45) days of its receipt of the documentation required above in Section 4.1.(i), (ii) and (iii) of this Ordinance.
- (v) The City, in its discretion, may also hold any award of Affordable Housing Funds or any Housing Assistance Grant made by the City in suspension pending the issuance by the City of any RFP or pending the award of the Affordable Housing Funds or of the Housing Assistance Grant by the City to the Qualifying Grantee without the issuance of an RFP by the City. Any award of Affordable Housing Funds or a Housing Assistance Grant by the City shall subject the Qualifying Grantee of the award or grant to the oversight of the City and MFA under this Ordinance and the Rules.

- J. School District and Public Post-Secondary Educational Institution Donations for Housing Projects.** If a school district or a public post-secondary education institution intends to transfer land to the City to be further granted to a Qualifying Grantee as part or all of an Affordable Housing project, this transfer shall be subject to the limitations contained in the Act that the school district and the Commission enter into a contract that provides the school district with a negotiated number of affordable housing units that will be reserved for employees

of the school district. Any transfer of land by a public post-secondary educational institution shall be subject to the additional limitations contained in the Act that:

- (i) The property transferred shall be granted to a Qualifying Grantee by the City as part of a grant for an Affordable Housing project; and
- (ii) The governing board of the public post-secondary educational institution and the Council enter into a contract that provides the public post-secondary educational institution with Affordable Housing units.

As used in this section, "public post-secondary educational institution" means a state university or a public community college. The City, in its discretion, may also hold any Housing Assistance Grant made by any school district or public post-secondary educational institution in suspense pending the issuance by the City of any RFP or pending the award of the Housing Assistance Grant by the City to the Qualifying Grantee without the issuance of an RFP by the City. Any award of a Housing Assistance Grant by a school district or a public post-secondary educational institution shall subject the Qualifying Grantee of the grant to the oversight of the City and MFA under the Rules.

Section 5. DISCRIMINATION PROHIBITED.

The development, construction, occupancy and operation of an Affordable Housing Program or an Affordable Housing Project financed or assisted under the Act shall be undertaken in a manner consistent with principles of non-discrimination and equal opportunity, and the City shall require compliance by all Qualifying Grantees with all applicable federal and State laws and regulations relating to affirmative action, non-discrimination and equal opportunity.

Section 6. ADMINISTRATION.

The City shall administer any Affordable Housing programs in accordance with provisions of the Act, the Rules, this Ordinance, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time to time. The City, in establishing, funding and administering the Affordable Housing Programs and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the Act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound. Any proposed amendment to this ordinance shall be submitted to MFA for review prior to adoption by the Council.

Section 7. TERMINATION.

The City Council may repeal this Ordinance and terminate the City's Affordable Housing Program and any or all contracts undertaken in its authority. Termination shall be by

ordinance at a public hearing or in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

Section 8. REPEALER.

All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance are repealed by this Ordinance but only to the extent of that inconsistency. This repeal shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 9. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. EFFECTIVE DATE.

This ordinance shall be effective after five (5) days following its publication as required by State law.

PASSED, ADOPTED, SIGNED and APPROVED the 13th day of October, 2016.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 6.

Meeting Date: 10/13/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

RFP 17-001 - Consider rejection of RFP 17-001 - Roswell International Air Center (RIAC) Food and Beverage Concession. (Scott Stark)

BACKGROUND:

The airport terminal café has been closed since the previous tenant's lease expired in March 2016. Airport staff has had difficulty finding a quality operator due to sporadic traffic related to the airline flight schedule. The need to have a recognizable brand and to market that brand to local businesses is key to increasing café traffic not related to airline flights and key to running a successful café in the airport terminal. In an effort to attract a high quantity operator the city is seeking a governmental liquor license.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Reviewed by previous City Attorney, William Zarr.

BOARD AND COMMITTEE ACTION:

The Finance Committee is scheduled to meet on October 13, 2016.

STAFF RECOMMENDATION:

Consider rejection of RFP 17-001 - Roswell International Air Center (RIAC) Food and Beverage Concession.

Attachments

RFP Determination Letter



CITY OF ROSWELL

P.O. BOX 1838 + ROSWELL, NM USA 88202-1838 + TEL: 575.624.6700 + FAX: 575.624.6709 + www.roswell-nm.gov

DETERMINATION LETTER

To: City Council

October 6, 2016

Re: Award Recommendation from Airport Director for RFP-17-001, Dated October 6, 2016

A proposal was received for **RFP-17-001 Roswell International Air Center Restaurant Food and Beverage Concession** on September 20, 2016. It was reviewed by two evaluators and an Award Recommendation was made to the Finance Committee on October 6, 2016.

I am making the determination to reject the Award Recommendation submitted by the airport director for this reason:

1. The proposal document from the vendor was included and advertised in the Finance Committee packet, dated October 6, 2016.

This is a violation as stated in, NMSA 1978 § 13-1-116, Competitive sealed proposals; disclosure; record. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

Sincerely,

Lupita Everett,
Purchasing Agent

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 7.

Meeting Date: 10/13/2016

COMMITTEE: Legal

CONTACT: Aaron Holloman

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize Booton, Inc., a New Mexico Corporation, doing business as a Hertz Licensee, to renew their current lease agreement on counter and office spaces in the Terminal Building, 10 parking slots and land where Building No. 1052 is situated (Scott Stark)

BACKGROUND:

Booton, Inc., leases counter and office spaces, parking slots, and land for the purpose of a rental car agency. Counter and office space is 296 square feet, and 1,100 square feet for 10 parking slots for car rentals, and an area of land upon which is situated Building No. 1052. New monthly rent amount \$938 monthly; \$11,256 annually. Rent adjustment is 2.50%. Booton, Inc., has been a customer since September 1999.

FINANCIAL CONSIDERATION

Booton, Inc., leases counter spaces, parking slots, and land for the purpose of a rental car agency. Counter and office space is 296 square feet, and 1,100 square feet for 10 parking slots for car rentals, and an area of land upon which is situated Building No. 1052. New Monthly rent amount \$938 monthly; \$11,256 annually. Rent adjustment is 2.50%. Term: November 1, 2016 through October 31, 2021.

LEGAL REVIEW:

The Contract City Attorney has reviewed the leases.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (4-0) at their meeting on September 2016.

STAFF RECOMMENDATION:

Consider approval of the lease as presented.

Attachments

Booton, Inc dba Hertz revised

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 13th day of October, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and BOOTON, INC., a New Mexico corporation, doing business as a HERTZ LICENSEE, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Counter space consisting of 120 square feet, more or less, office space consisting of 176 square feet, more or less, in the Terminal Building, ten parking slots for car rentals, and an area of land consisting of 1,100 square feet, more or less, upon which is situated Building No. 1052, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for five (5) years, commencing on November 1, 2016 and ending October 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Eleven Thousand, Two Hundred Fifty Six Dollars and No Cents (\$11,256.00), payable in 12 monthly installments of \$938.00 or five percent (5%) of monthly gross revenue, (time and mileage charges), whichever is greater the first year of the lease. Thereafter the basis for rent shall increase each year by 2.5% or CPI-Urban all cities average, whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$731.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. **CONDITION OF PREMISES.** Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. **MAINTENANCE.**

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. **EQUIPMENT AND IMPROVEMENTS.**

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense,

forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Terminal Premises during the term of the Lease. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case

this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant

shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. **CONDITIONS OF DEFAULT.** If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. **REMEDIES OF LANDLORD FOR DEFAULT.** If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of operating a rental car agency, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC"). Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it has not released any hazardous materials or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk,

Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Booton, Inc.
PO Box 3875
Farmington, NM 87499

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or

approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. **GOVERNING LAW; VENUE.** This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. **TERMINATION.** This Lease may be terminated by either party by giving ninety (90) days written notice.

31. **PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISE IN AIRPORT CONCESSIONS.** This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, and to comply with such requirements the RIAC has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, approved by the FAA, in accordance with 49 CFR Part. 23. To comply with the RIAC ACDBE Program, Tenant agrees as follows:

a. That it shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in the connection with the award or performance of any concession agreement, management contract or subcontract purchase or lease agreement or other agreement covered by 49 CFR Part 23;

b. That it shall obtain enough ACDBE participation to meet RIAC's overall ACDBE goal or document that it made sufficient good faith efforts to do so. Currently, the overall ACDBE goal is 0%. This goal is subject to amendment to suit RIAC's circumstances; and

c. That it shall include the following statements in any subleases or contracts covered by 49 CFR Part 23, that it enters into and shall cause those businesses to similarly include the statements in further agreements:

"This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color national origin, or sex in the connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23."

32. **ENTIRE AGREEMENT AND AMENDMENT.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of October, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
BOOTON, INC.

Cliff Booton, President

EXHIBIT “A”



Premises: A portion of Building No. 1 consisting of 120 square feet \pm , counter space, 176 square feet \pm office space, ten parking slots, and 1,100 square feet \pm upon which is situated building No. 1052.

1 Jerry Smith Circle

EXHIBIT “A”

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 8.

Meeting Date: 10/13/2016

COMMITTEE: Legal

CONTACT: Aaron Holloman

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize General Airframe (Genair) NM, LLC, a New Mexico Corporation a new lease agreement for Building 732, 2,860 square feet, more or less, and 15,000 square feet, more or less, adjacent land located at the RIAC. (Scott Stark)

BACKGROUND:

General Airframe (Genair) NM, LLC leases land at RIAC to build a hangar and requests to lease building 732 for the purpose of office space and fence the adjacent land for outdoor storage.

FINANCIAL CONSIDERATION

General Airframe (Genair) NM, LLC would lease building 732 and adjacent land for the purpose of office space and storage. Monthly rent amount is \$585 monthly; \$7,020 annually. Term: November 1, 2016 through October 31, 2017.

LEGAL REVIEW:

The Contract City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (4-0) at their meeting on September 2016.

STAFF RECOMMENDATION:

Consider approval of the lease as presented.

Attachments

General Airframe Lease revised

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 13th day of October, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and GENAIR NM, LLC, a New Mexico corporation, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 732 consisting of 2860 square feet, more or less, and adjacent 15,000 square feet, more or less, of land located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on November 1, 2016 and ending October 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Seven Thousand, Twenty Dollars and No Cents (\$7,020.00), payable in 12 monthly installments of \$585.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$585.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein.

LEASE AGREEMENT

Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or

attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. Tenant shall be responsible for obtaining, if necessary, any and all permits and inspections required by such improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the

date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder, or default in payment of aircraft landing or parking charges, including finance charges, late fees and penalties, as established by Resolution of the governing body of the City of Roswell, and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased

Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of office and storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and

absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. **ACCESS TO INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease, in whole or in part, nor

sublet all or any part of the Premises.

23. **HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. **INTERPRETATION OF LEASE AGREEMENT.** Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. **NOTICES.**

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

GENAIR NM, LLC
850 E. Teton Road
Unit 1 (Rear)
Tucson, AZ 85756

27. **EFFECT.** The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. **WAIVERS.** One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. **GOVERNING LAW; VENUE.** This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. **TERMINATION.** This Lease may be terminated by either party by giving thirty (30) days written

notice.

31. SPECIAL PROVISIONS. Tenant must enclose the adjacent 15,000 square feet of land with a fence minimum height of which shall be 6 feet that obscures the contents stored within.

32. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of October, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
GENAIR, NM, LLC

Isaac Sheets, President

EXHIBIT "A"



EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 9.

Meeting Date: 10/13/2016

COMMITTEE: Legal

CONTACT: Aaron Holloman

CHAIR: Jason Perry

ACTION REQUESTED:

Consider approval to authorize Alien City Dragway, LLC, a new lease agreement on an area of land known as “the dragstrip” located at the RIAC. (Scott Stark)

BACKGROUND:

Alien City Dragway, LLC, leases an area of land for the purpose of operating a drag strip. Area of land is 35 acres. Monthly rent amount is \$500 monthly; \$6,000 annually.

FINANCIAL CONSIDERATION

Alien City Dragway, LLC, leases the area of land for the purpose of operating a drag strip. Area of land is 35 acres. Monthly rent amount is \$500 monthly; \$6,000 annually. Term: November 1, 2016 through October 31, 2017.

LEGAL REVIEW:

The Contract City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (4-0) at their meeting on September 2016.

STAFF RECOMMENDATION:

Consider approval of the lease as presented.

Attachments

Alien City Dragway Lease revised

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 13th day of October, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and ALIEN CITY DRAGWAY LLC., a New Mexico corporation, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

A 35 acre, more or less, area of land known as "the dragstrip" and buildings 98 and 99, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, with four (4) options to lease for one (1) additional year, commencing on November 1, 2016 and ending October 31, 2017 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Six Thousand Dollars and No Cents (\$6,000.00), payable in 12 monthly installments of \$500.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$500.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein.

Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or

attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. Tenant shall be responsible for obtaining, if necessary, any and all permits and inspections required by such improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the

date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's

default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. **BANKRUPTCY.** If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant's interests in this Lease be deemed to be an asset of Tenant.

18. **USE OF THE PREMISES.**

a. Tenant shall use the Leased Premises solely for the purpose of storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center ("RIAC").

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts,

hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the RIAC's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. **ACCESS TO INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. **HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration or

termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. **INTERPRETATION OF LEASE AGREEMENT.** Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. **NOTICES.**

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Director
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

ALIEN CITY DRAGWAY LLC.
PO Box 3797
Roswell, NM 88202-3797

27. **EFFECT.** The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. **WAIVERS.** One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. **GOVERNING LAW; VENUE.** This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. **TERMINATION.** This Lease may be terminated by either party by giving thirty (90) days written notice.

31. **ENTIRE AGREEMENT AND AMENDMENT.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior

dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of October, 2016.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

TENANT:
ALIEN CITY DRAGWAY LLC.

Ben Thomas, President

EXHIBIT "A"

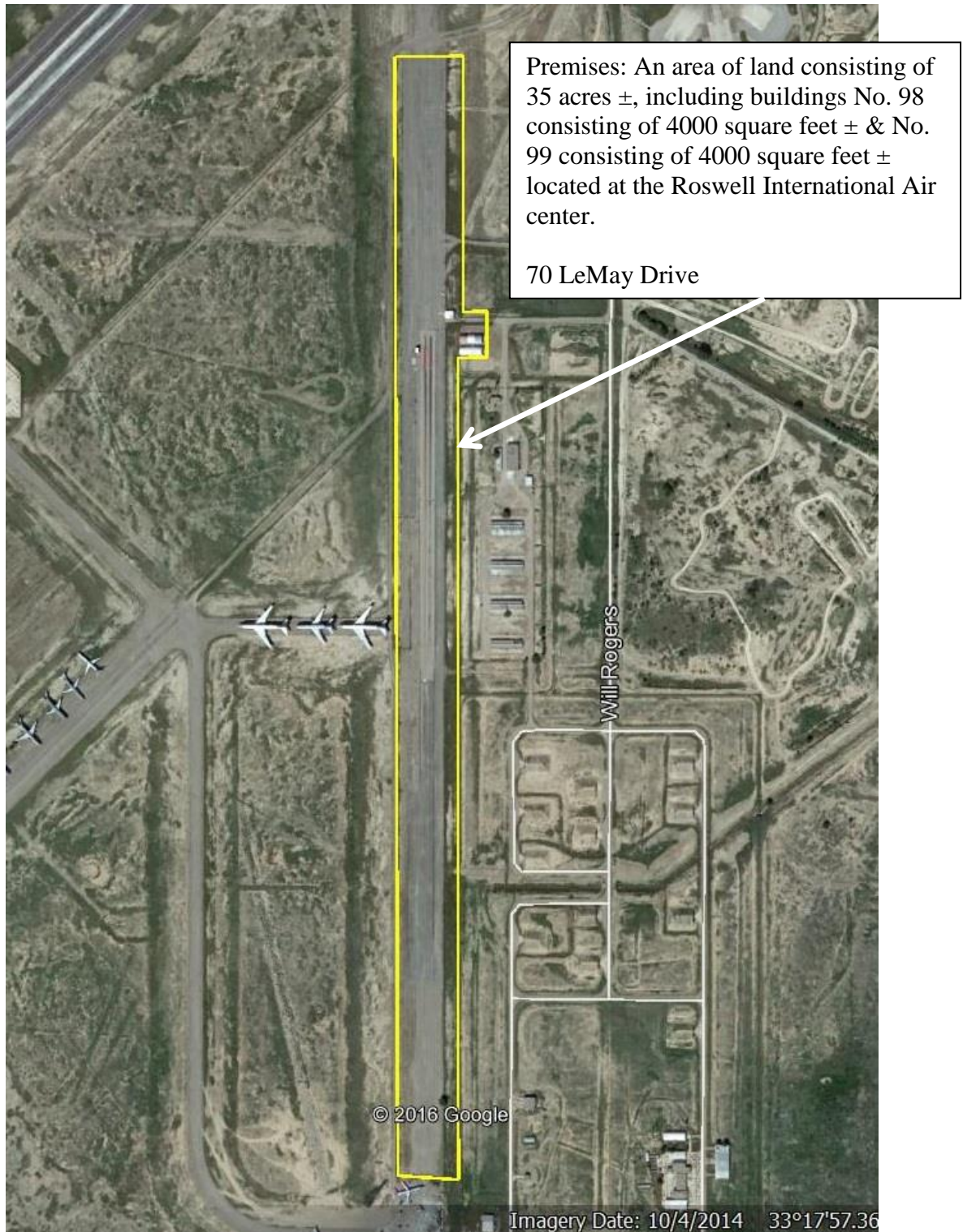


EXHIBIT "A"

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 10.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-66 - The Resolution shall mandate the cleanup of approximately seventy-seven (77) separate properties within the City. (Mike Mathews)

BACKGROUND:

At present, no more efficient means is available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution No. 16-66.

Attachments

Resolution 16-66 Weeds

Resolution 16-66 Attachment

CITY OF ROSWELL
RESOLUTION NO. 16-66

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 13th day of October 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

1705 N. MAIN ST. PARKWOOD SUBDIVISION Tract 1 RYAN, LLC. BANK OF AMERICA 15 W. 6TH STREET, SUITE 2400 TULSA, OK 74119	901 E. JEFFERSON ST. SOUTH HIGHLANDS REDIVISION Block 9A Lot 20 BACA, LORENZO PO BOX 4353 SONORA, CA 95370
1101 S. VIRGINIA AVE. SOUTH HIGHLANDS REDIVISION Block 9A Lot 21 QUINTANILLA, RAUL; GUTIERREZ, LINDA 10021 MELINDA S.W. ALBUQUERQUE, NM 87121	1021 S. VIRGINIA AVE. 1023 S. VIRGINIA AVE. THOMPSON REDIV Lot 12 ESPINOSA, REGGIE II 12 MORNINGSTAR DOVE CANYON, CA 92679
313 E. DEMING ST. SOUTH ROSWELL Block 35 Lot S 26 28 REAGOR, WILLIAM B. SR. 2960 BIRCH DENVER, CO 80207	704 & 704 ½ E. ALAMEDA ST. FLORA VISTA Block 2 Lot 15, 16 & Lot 17 MIRANDA, FELIBERTO MIRANDA, RAMONA 6898 LINCOLN AVE. DEXTER, NM 88230
605 E. DEMING ST. BARNETTS Block 8 Lot 10 MALDONADO-ROMERO, VERONICA G. PO BOX 1046 WHITES CITY, NM 88221	901 E. WALNUT ST. ACEQUIA Block 6 Lot 21 & Lot 22 CHAVARRIA, DELLA 901 E. WALNUT ST. ROSWELL, NM 88203
513 S. ASH AVE. / 515 S. ASH AVE. JACKSONS Lot 13 & Lot 14 CHAVEZ, TONY CHAVEZ, AVIE 216 WYOMING S.E. ALBUQUERQUE, NM 87123	506 E. TILDEN ST. #1/2 SOUTH ROSWELL Block 16 Lot 7 S 73' GONZALES, RALPH L. JR. 1490 GAVIOTA AVE. LONG BEACH, CA 90804
508 E. TILDEN ST. SOUTH ROSWELL Block 16 Lot 9 ALDERETE, NORMA C. (NEE NORMA GARCIA) 639 S. HILL RD., SPACE #14 BERNALILLO, NM 87004	700 E. TILDEN ST. FLORA VISTA Block 3 Lot 21 & Lot 22 BILLINGS, ROBERT 2200 N. SANTIAGO AVE. FARMINGTON, NM 87401
708 E. TILDEN ST. FLORA VISTA Block 3 Lot 15 & Lot 16 JIMENEZ, GEORGE T.; JIMENEZ, JULIAN & JIMMY 437 EAST 231ST STREET CARSON, CA 90745	715 E. TILDEN ST. FLORA VISTA Block 2 Lot 35 Thru Lot 37 RIVERA, RAFAEL C/O GILBERT R. RIVERA 1474 HWY 170 LA PLATA, NM 87418
717 E. TILDEN ST. FLORA VISTA Block 2 Lot 38 And Lot 39 PEREZ, ANTONIO 717 E. TILDEN ST. ROSWELL, NM 88203	720 E. TILDEN ST. FLORA VISTA Block 3 Lot 3 & Lot 4 GUTIERREZ, ABEL GARZA 4095 LAKE ST. CARLSBAD, NM 88220

723 E. TILDEN ST. FLORA VISTA Block 2 Lot 44 VASQUEZ, DIEGA 63 W. MORGAN RD. HAGERMAN, NM 88232	809 E. TILDEN ST. FLORA VISTA Block 1 Lot 38 Thru Lot 41 DURAN, CHRIS S. 11592 W. BROWN ST. YOUNGTOWN, AZ 85363
812 E. TILDEN ST. #1/2 FLORA VISTA Block 4 Lot 14 GONZALES, AURELIANA 7555 S. VALLEY VIEW LAS VEGAS, NV 89114	812 E. TILDEN ST. FLORA VISTA Block 4 Lot 15 & Lot 16 RODRIGUEZ, SALVADOR HERNANDEZ 9500 W. COUNTY RD. 154 MIDLAND, TX 79701
814 E. TILDEN ST. FLORA VISTA Block 4 Lot 13 RODRIGUEZ, SALVADOR HERNANDEZ; ALVAREZ, MARISELA OTIVEROE 9500 W. COUNTY RD. 154 MIDLAND, TX 79701	808 E. TILDEN ST. FLORA VISTA Block 4 Lot 17 & Lot 18 CAMPOS, GUILLERMINA HERNANDEZ 4140 E. CLEAR CREEK CAMP VERDE, AZ 86322
APPROX. 900 E. ALAMEDA ST. ROSE Lot 1 W 108' PENA, SAMUEL J. 4721 COMMANCHE N.E. ALBUQUERQUE, NM 87110	705 E. ALAMEDA ST. ACEQUIA Block 3 Lot 35 & Lot 36 PURPLE LUPINE, LLC. 12644 YORBA LINDA S.E. ALBUQUERQUE, NM 871230
1106 E. WALNUT ST. VAUGHN Block 6 Lot 4 N2 ABDILL, BILLY LYLE PO BOX 907 SAN JUAN BAUTISTA, CA 95045	1106 E. WALNUT ST. #1/2 VAUGHN Block 6 Lot 4 S2 RUIZ, HECTOR T. 6018 MARVIN ST. NORTH LAS VEGAS, NV 89031
1104 E. WALNUT ST. VAUGHN Block 6 Lot 5 JUAREZ, JUAN & MARIA PO BOX 3599 FABENS, TX 79838	1111 E. WALNUT ST. VAUGHN Block 5 Lot 6 THRU Lot 9 RUPE, PATRICIA; MORROW, MICHAEL 1111 E. WALNUT ST. ROSWELL, NM 88203
1108 E. WALNUT ST. VAUGHN Block 6 Lot 3 HERNANDO, RICARDO; HERNANDO, DESIREE 1108 E. WALNUT ST. ROSWELL, NM 88203	1200 E. WALNUT ST. DOC COVINGTON Block 3 Lot 10 PAUL, ROBERTA 224 TAN BARK DR. LEWISTOWN, PA 17044
1209 E. WALNUT ST. DOC COVINGTON Block 2 Lot 15 LEWIS, STERLING F.; ET UX 1209 E. WALNUT ROSWELL, NM 88203	1109 E. 1ST ST. DOC COVINGTON Block 4 Lot 1 JIMENEZ, JUAN 973 E. DORIS ST. AVONDALE, AZ 85323-2786

54 WERKHEISTER PL. PECOS VALLEY VILLAGE Block 17 Lot 24 BENAVIDES, TOM; BENAVIDES, KATHLEEN L. 2515 HARRIS RD. S.W. ALBUQUERQUE, NM 87105-5311	77 BREWER PL. PECOS VALLEY VILLAGE Block 19 Lot 17 CARDIEL, ANGELICA; RIOS, RUBEN D. 77 BREWER PLACE ROSWELL, NM 88203
63 E ST. PECOS VALLEY VILLAGE Block 20 Lot 2 RAZO, J. CARMEN MORENO; CARRILLO, MARIA TERESA RIVAS 63 E STREET ROSWELL, NM 88203	8 E BYRNE ST. WREN, HELEN R. 9120 NAPA VALLEY TRL. KELLER, TX 76248
87 E. BYRNE ST. 89 E. BYRNE ST. PECOS VALLEY VILLAGE Block 8 Lot 3 OLIVAS, VELIA 0200 CENTRAL AVE S.W. SP. # 70 ALBUQUERQUE, NM 87121	59 VAN LEUVEN PL. PECOS VALLEY VILLAGE Block 8 Lot 26 GUTIERREZ, SILVIA 59 VAN LEUVEN PL. ROSWELL, NM 88203
90 E. EYMAN ST. PECOS VALLEY VILLAGE Block 8 Lot 19 SALAZAR, KUIUPO 100 SPENCER DR. Lot 13 DAYTON, TN 37321	93 E. EYMAN ST. 95 E. EYMAN ST. PECOS VALLEY VILLAGE Block 17 Lot 8 DE GUERRERO; HERNANDEZ, HILDA 93 E. EYMAN ST. ROSWELL, NM 88203
APPROX. 1400 CAHOON AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 8 Lots 1 & 2 ZARETT, RUSSELL 6621 NOLBE AVE. VAN NUYS, CA 91405	APPROX 1404 CAHOON AVE JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 8 Lot 3 JOHNSON, DIANNA 218 WYOMING N.E. ALBUQUERQUE, NM 87123
APPROX. 1406 CAHOON AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 8 Lot 4 LARSON, RUDY PO BOX 7574 CHICO, CA 95927	1420 CAHOON AVE. JOHNSON & ALLISON S2 Block 2 Lots 5-6-7-8 FRUITLAND Block 8 Lot 11 & 12 HUNTER MACK ESTATE 1946 MARIPOSA ST. SEASIDE, CA 93955
1508 CAHOON AVE. MAYES Block 1 Lot 4 HEIMEL, RUBY PO BOX 65753 LUBBOCK, TX 79464	1612 CAHOON AVE. MAYES Block 8 Lot 7 JOJOLA, CATHERINE; JOJOLA, DANIEL 5011 MEADOWLARK DR. ROSWELL, NM 88203
APPROX. 1603 S. MAIN ST. LA RAZA SUMMARY REPLAT Block 0 Lot 1B KIPP, REGINA KIPP FAMILY TRUST 610 CROMPTON RD REDWOOD CITY, CA 94061	810 N. GARDEN AVE. S 33 T 10S R 24E SE4NW4 W 178.59' E 478.34' N 247.80' S 513.44' E 478.34' N 245.64' S 265.64' ROMERO, TOBY NM 304 BOX 950 VEGUITA, NM 87062

208 W. 7TH ST. 208 W. 7TH ST. #1/2 RHEAS Lot 14 E 12' & Lot 15 TELLEZ, MIKE JR; RESTAURANT COMPANY, LLC 909 NORTH ALAMEDA LAS CRUCES, NM 88005	APPROX. 1600-1700 Block W. BLAND ST. & SUMMIT ST. DIPAOLLO Block 4 Lot 1 Thru 10 DIPAOLLO Block 1 Lot 2 S 29.92' And Lot 3-10 ANDERSON, PHELPS C/O SUN VALLEY ENERGY CORP. PO BOX 1000 ROSWELL, NM 88202-1000
707 W. 9TH ST. RIVERSIDE HEIGHTS AMEND Block 6 Lot 9 AGUILAR, JOYCE 707 W. 9TH ST. ROSWELL, NM 88201	905 W. 8TH ST. RIVERSIDE HEIGHTS Block 9 Lot 4 ELLINGTON, WILLIAM E.; ELLINGTON, DEBBIE M. 808 W. 8TH ST. ROSWELL, NM 88201
907 W. 8TH ST. RIVERSIDE HEIGHTS Block 9 Lot 3 ELLINGTON, WILLIAM E.; ELLINGTON, DEBBIE M. 808 W. 8TH ST. ROSWELL, NM 88201	1216 W. 3RD ST. CENTRAL PARK Block 12 Lot 9 W 37' & Lot 10 MIDDLETON, CLAIRE W. 3424 CALIFORNIA ST. N.E. ALBUQUERQUE, NM 87110
1507 PONTIAC DR. SCHNEDARS Block 3 Lot 14 GROWING INVESTMENT PROPERTIES, LLC. 13170 CENTRAL AVE S.E. #B119 ALBUQUERQUE, NM 87123	1612 PONTIAC DR. SCHNEDAR REDIV Block 5 Lot 4 CRIHFIELD, STEPHEN 1612 PONTIAC DR. ROSWELL, NM 88201
1613 N. MONTANA AVE. SCHNEDAR REDIV Block 5 Lot 17 BRAZELTON, CHARLES LEWIS 1144 WHEELLOCK DETROIT, MI 48209	1908 N. MISSISSIPPI AVE. SUMMERSGILLS Block 2 Lot 4 MESQUITA, JESSE 1908 N. MISSISSIPPI AVE. ROSWELL, NM 88201
APPROX. 1603 N. WASHINGTON A.L. FALES Lot 10 GREER, BOBBY W.; GREER, LILLIE L. 5100 CLAYTON RD. ROSWELL, NM 88201	3301 BANDOLINA AVE. TIERRA BERRENDIA 3 Block 21 Lot 8 BANK OF AMERICA, NA 5401 N. BEACH ST. FORT WORTH, TX 76137
3406 BANDOLINA AVE. TIERRA BERRENDIA 4 Block 8 Lot 5 SECRETARY OF HOUSING & URBAN DEV. C/O INFORMATION SYSTEMS NEWTOWRK CORP. SHEPHERD MALL OFFICE COMPLEX-2401 NW 23RD ST., SUITE 1D OKLAHOMA CITY, OK 73107	311 TWIN DIAMOND RD. TIERRA BERRENDIA 4 Block 6 Lot 7 & Lot 6 SECRETARY OF HOUSING & URBAN DEV. C/O INFORMATION SYSTEMS NETWORKS CORP. SHEPHERD MALL OFFICE COMPLEX 2401 NW 23RD ST., - SUITED 1D OKLAHOMA CITY, OK 73107
APPROX. 2 ½ W. BYRNE ST. PECOS VALLEY VILLAGE Block 1 Lot 37 GONZALES, ERNEST E. PO BOX 3976 ROSWELL, NM 88202-3976	305 W. 8TH ST. WEST SIDE Block 55 Lot 7 BAKER, FRANCES LOUISE PO BOX 613 ROSWELL, NM 88202

1300 W. DEMING ST. SUNSET Block 5 Lot 1 And Lot 2 E 20' RIVERA, ERIK 76 E. ORCHARD PARK RD. DEXTER, NM 88230	APPROX. 1600 Block W. SUMMIT ST. S 6 T 11S R 24 E SW4 NW4 SE4 E129.86' W498.93' N 50.75' S 630.75' MAXWELL, KENNETH R. PO BOX 2746 ROSWELL, NM 88202-2746
APPROX. 1900 Block S. SUNSET AVE. S 8 T 11S R 24E SW4SW4 N 530' W 305' FRESQUEZ, LARRY D. 606 N. KENTUCKY AVE. ROSWELL, NM 88201	APPROX. 1600 Block W. SUMMIT ST. S 6 T 11S R 24 SW4 NW4 SE4 E129.86' W 648.79' N 50.75' S 630.75' KEITH, CLARK 6795 RIO HONDO CT. LA MESA, NM 88044
101 S. MICHIGAN AVE. OVARDS Block 6 Lot 13 And Lot 14 CORN, CHARLES LEE; WHITNER, RHONDA 1330 LITTLE CREEK RD. ALTO, NM 88312	APPROX. 1600 Block W. SUMMIT ST. S 6 T 11S R 24 SW4 NW4 SE4 N100' S580' E129.86' W630' KEITH, CLARK 6795 RIO HONDO CT. LA MESA, NM 88044
1603 W. MC GAFFEY ST. ORTHODOX PRESBYTERIAN SUBDIVISION Block O Lot 3 STANTON, LINDA 1603 W. MC GAFFEY ST. ROSWELL, NM 88203	APPROX. 1700 Block W. SUMMIT ST. S 6 T 11S R 24 SW4 NW4 SE4 N121.29' S451.29' E129.6' W 159.6' KEITH, CLARK 6705 RIO HONDO CT. LA MESA, NM 88044
APPROX. 1617 W. SUMMIT ST. S 6 T 11S R 24E SW4NW4SE4 N 150' S 180' E 79.07' W 630' VILLA, ISRAEL; VILLA, CLARA 5431 W. 2 ND ST. ROSWELL, NM 88201	APPROX. 1700 Block W. SUMMIT ST. S 6 T 11S R 24E SW4 NW4 SE4 S52' N 208' E 140' W 170' PEREZ, GUADALUPE; PEREZ, PETE 318 S. MAIN ST. ROSWELL, NM 88203
APPROX. 1600-1700 Block W. BLAND ST. & W. SUMMIT ST. S 6 T 11S R 24E W2E2 NW 4 SW 4 W 180' E 330' S 540' N 660' / E 330' S 660' N 1320' ANDERSON, PHELPS C/O SUN VALLEY ENERGY CORP. P.O. BOX 1000 ROSWELL, NM 88202-1000	512 S. SPRUCE AVE. THORNE Block 9 Lot 7 HENSEL, CHARLOTTE A.; HENSEL, GLORIA G. 512 S. SPRUCE AVE. ROSWELL, NM 88203
APPROX. 1600-1700 Block W. BLAND ST. & W. SUMMIT ST. GEORGE Block 1, GEORGE Block 2 PHELPS, ANDERSON C/O SUN VALLEY ENERGY CORP. P.O. BOX 1000 ROSWELL, NM 88202-1000	

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 11.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Mike Mathews

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-67 - The Resolution shall require the removal or demolition of three (3) dilapidated structures. (Mike Mathews)

BACKGROUND:

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost of removal.

LEGAL REVIEW:

The City Attorney has reviewed the current ordinance.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 16-67.

Attachments

Resolution 16-67

Resolution 16-67 Attachment

CITY OF ROSWELL
RESOLUTION NO.16-67

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing

person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 13th day of October 2016.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Location	Condition	Name
300 S. VIRGINIA AVE. 106 E. ALAMEDA ST. SOUTH ROSWELL Block 5 Lot 13 & Lot 15 & Lot 17 & Lot 19 & Lot 21 & Lot 23 N 60' & Lot 25 N 60' & Lot 27 N 60' & Lot 29 N 60' & Lot 31 N 60'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	DIGGS, C. SUZANNE 100 E. ALAMEDA ST. ROSWELL, NM 88203
607 HERMOSA DR. HOWARD PLACE Block 3 Lot 1DEL NORTE ESTATES 2 Block 5 Lot 7	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	DURAN, VICTORIA JANE; DURANT, MONICA G. 15215 BERRY TRAIL #804 DALLAS, TX 75248
602 HICKORY DR. DALE BELLAMAH UNIT 1 Block 5 Lot 9	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	SALAZAR, MARIA C. 10825 OBSIDIAN ST. EL PASO, TX 79924

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 12.

Meeting Date: 10/13/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Consider approval of funding of Lodgers' Tax for the Christmas Railway in the amount of \$9,600.

BACKGROUND:

The Christmas Railway is scheduled for November 25-27, 2016, December 2-4, 2016, December 9-11, 2016 and December 16-24, 2016. This is a first time request for this event. The event will feature a journey by way of the Roswell Christmas Railway to St. Nicholas Station. Along the way passengers will behold light shows with music of the season. St. Nicholas Station will have entertainment, food, holiday shopping and various types of entertainment. The event estimates 7,500 attendees, including 2,500 from outside of Chaves County. The location of the event will be at the Spring River Park and Zoo. The vent is being presented by Roebuck Enterprises.

FINANCIAL CONSIDERATION

Lodgers' Tax fund.

- Visitor Promotion - Special Events
- Christmas Railway - budgeted

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

The Finance Committee is scheduled to meet on Thursday, October 13, 2016 at 5:00 p.m.

STAFF RECOMMENDATION:

Consider approval of funding of Lodgers' Tax for the Christmas Railway in the amount up to \$9,600 on a reimbursement basis at 50% of eligible expenses.

Attachments

Lodgers' Tax - Christmas Railway



CITY OF ROSWELL –SPECIAL EVENT LODGERS' TAX FUNDS – APPLICATION

NAME OF EVENT:

Roswell Christmas Railway

DATE(S) OF EVENT: Nov 25-27, December 2-4,9-11,16-24

(application required 90 days prior to event)

NAME OF ORGANIZATION APPLYING FOR FUNDING:

Roebuck Entertainment

DESCRIBE EVENT: For 18 nights in November and December the talented team at Roebuck Entertainment will transform Spring River Park and Zoo into a fantastic journey by way of the Roswell Christmas Railway to St. Nicholas Station. Passengers will see 6 incredible Christmas Light Shows presented with the music of the season while riding the Christmas Railway to St. Nicholas Station. At the station, families and friends will enjoy entertainment, food, holiday shopping and a photo op with the man himself, St. Nicholas (a.k.a. Santa Claus). While at St. Nicholas Station, children of all ages can build toys in Santa's workshop, visit Mrs. Claus's Kitchen, and play in the Little Village. In addition to live entertainment, visitors to the Station will enjoy an inspirational film, The Story of Christmas.		
LOCATION OF EVENT: Roswell Christmas Railway		
HOW WILL YOU ADVERTISE AND MARKET THE EVENT? Facebook, emails, website, posters, flyers, billboards, newspaper ads		
Google Ads		
HOW WILL ATTENDANCE AND ORIGIN BE MEASURED? Ticket sales online provide billing addresses and we will ask for zipcodes at ticket booth		
ESTIMATED TOTAL # OF ATTENDEES:	7500	EST. # ATTENDEES FROM OUTSIDE CHAVES CO.: 2500
HAVE YOU DISCUSSED SPECIAL ROOM PACKAGES DURING YOUR EVENT WITH A ROSWELL LODGING FACILITY?		
WHAT PERCENTAGE OF YOUR MARKETING BUDGET WILL BE USED OUTSIDE OF ROSWELL? 58 %		
WILL YOU HAVE A WEBSITE FOR YOUR EVENT? Yes		
EVENT WEBSITE (if applicable): http://roswellchristmasrailway.com		

LIST FULL AMOUNT OF MARKETING/ADVERTISING and OTHER ELIGIBLE EXPENSES ON PAGE 2.

REMEMBER: FUNDING IS PROCESSED ON A REIMBURSEMENT BASIS AT 50% OF ELIGIBLE EXPENSES UP TO THE AMOUNT APPROVED (a one-to-one match)

A REQUEST OF \$25,000 and up may require a signed contract with the City of Roswell.

PAID receipts for eligible expenses must be turned in for reimbursement.

Requested Funding must equal 50% or less of the Total Eligible Expenses listing on Page 2

AMOUNT REQUESTED \$ 9600

IF YOU ARE REQUESTING SPONSORSHIP, PERSONNEL OR EQUIPMENT FROM ANY CITY DEPARTMENT, COMPLETE ON PAGE 2.

RULES AND REGULATIONS

I UNDERSTAND THAT THESE ARE PUBLIC FUNDS AND THEY ARE TO BE ADMINISTERED ACCORDING TO STATE LAW AND CITY ORDINANCES, AND I AGREE TO SUBMIT A FOLLOW UP REPORT WITH A FINANCIAL STATEMENT WITHIN NINETY (90) DAYS FOLLOWING THE EVENT OR I MAY FORFEIT THE FUNDS AS WELL AS ELIGIBILITY FOR FUTURE FUNDING. I AGREE TO USE THE CITY LOGO AND/OR "PAID IN PART BY THE CITY OF ROSWELL LODGERS' TAX" ON ALL ADVERTISING, VERBAL OR WRITTEN. I UNDERSTAND THAT THIS APPLICATION CONSTITUTES A CONTRACT BETWEEN THE CITY OF ROSWELL AND THE ORGANIZATION TO RECEIVE THE FUNDS, SHOULD THE FUNDS BE APPROVED BY THE OCCUPANCY TAX ADVISORY BOARD AND THE CITY OF ROSWELL GOVERNING BODY. I UNDERSTAND FUNDING MAY BE DENIED OR THAT APPROVED FUNDING AMOUNTS MAY DIFFER FROM THE AMOUNT REQUESTED ON THE APPLICATION. I ALSO UNDERSTAND THAT THE DISBURSEMENT OF FUNDS IS ON A DRAWDOWN REIMBURSEMENT BASIS (matched by Lodgers' Tax at 50% up to the funded amount, a one-to-one match).

NAME (PRINT) OF APPLICANT MAKING REQUEST: Jacob Roebuck

SIGNATURE OF APPLICANT:

(SEND CHECK TO) ADDRESS / CITY / STATE / ZIP: 200A E 2ND ST, Roswell NM 88201

PHONE: 714-914-0773

CELL: 714-914-0773

E-MAIL: jacob@roebuckmedia.com

DATE SUBMITTED: 9-21-16

90 DAYS? Y ☒ N ☐

TO BE PRESENTED AT MEETING ON: 9-27-16

➤ ATTACH TOTAL PROPOSED BUDGET FOR EVENT ALONG WITH A DETAILED ADVERTISING/MARKETING BUDGET.

➤ PLEASE FEEL FREE TO ADD ADDITIONAL PAGES, SAMPLES OF ADS OR BROCHURE ARTWORK.

➤ PLEASE PROVIDE ORIGINAL APPLICATION PLUS (+) 5 COPIES OF APPLICATION, ADDITIONAL PAGES AND /OR SAMPLES

➤ MAIL OR DELIVER TO CITY OF ROSWELL, c/o Lodger Tax Grant Request, 425 N RICHARDSON, (P O BOX 1838), ROSWELL, NM 88202-1838

* SEE MEETING SCHEDULE FOR APPLICATION DUE DATES. (These are "Received by" dates, not postmarked dates.) Revised Jan 7, 2016

NAME OF EVENT: Roswell Christmas Railway
DATE(S) OF EVENT: Nov 25-27, December 2-4,9-11,16-24
NAME OF ORGANIZATION: Roebuck Entertainment

PROPOSED ELIGIBLE EXPENSES:

ELIGIBLE EXPENSES:	LOCAL AMOUNT	OUT –OF-TOWN AMOUNT	TOTAL AMOUNT	Out-of-Town %
NEWSPAPER	1000	1100	2,100 0	52%
MAGAZINE	0	0	0	
RADIO	0	0	0	
TELEVISION	0	0	0	
INTERNET	200	800	1,000 0	80%
PRINTING (brochures, posters, cards)	500	500	1,000 0	50%
MAILING	0	0	0	
T-SHIRTS (or other marketing items)	1000	0	1,000 0	
SECURITY	6000	0	6,000 0	N/A
CLEAN UP (Sanitation)	2100	0	2,100 0	N/A
OTHER:	2000	4000	6,000 0	66%
SUB TOTALS	12,800.00 0	5,400.00 0	19,200 0	

TOTAL ELIGIBLE EXPENSES: \$ 19,200.00⁰ (50% = \$ 9,600.00⁰)
list the 50% or less as the amount requested on page 1.

IF YOU ARE REQUESTING SPONSORSHIP FROM A CITY OF ROSWELL DEPARTMENT – COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF SPONSORSHIP	ESTIMATED COST	*City use only*

IF YOU ARE REQUESTING CITY EMPLOYEES – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF WORK REQUESTED	# OF EMPLOYEES	DATES/TIME REQUIRED	TOTAL HOURS
Parks and Rec	Assist with event	2	20 days 4 to 9	200
Parks and Rec	Electric lines installed	4	October	240
Parks and Rec	Track preparation	8	October for 3 weeks	960
Parks and Rec	Run the train	1	20 days 4 to 9	100

IF YOU ARE REQUESTING CITY EQUIPMENT – PLEASE COMPLETE THE FOLLOWING:

DEPARTMENT	TYPE OF EQUIPMENT	EST COST per day	# DAYS REQUIRED	TOTAL COST *City use only*
Parks and Rec	Stage	100	20	
Parks and Rec	Train	100	20	
Parks and Rec	Electrical	100	40	
Parks and Rec	Tents	100	40	

STATEMENT OF VALUE FOR SERVICES REQUESTED (NOT PAID FOR) BY A LODGERS' TAX FUNDED EVENT

NAME OF EVENT: Christmas Railway
DATE(S) OF EVENT: Nov 25-27 & Dec 2-4, 9-11, 16-24, 2016
NAME OF ORGANIZATION: Roebuck Entertainment

Information provided below has been provided and/or confirmed by the Parks & Rec Dept

EMPLOYEE ASSIST REQUEST:

DEPT	Type of Work	# of Emplys	Regular hours	Overtime hours	Total hours	Total Hrly Value
Parks & Rec	personel requested	?	200		200	3,600.00

(amount provided by Parks & Rec dept)

TOTAL EMPLOYEES REQUEST:

200	3,600.00
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This amount is the hourly rate only and does NOT include city paid benefits

EQUIPMENT REQUESTED/USED:

DEPT	Type of Equipment	Cost per day	# days required	Total Value
Parks & Rec	Stage	100.00	20	2,000.00
Parks & Rec	Train	100.00	20	2,000.00
Parks & Rec	Electrical	100.00	40	4,000.00
Parks & Rec	Tents	100.00	40	4,000.00
				0.00
				0.00
				0.00

TOTAL EQUIPMENT

12,000.00

TOTAL FOR ALL	15,600.00
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SPONSORSHIPS:

None listed on funding request

DEPARTMENT: Parks & Recreation

page 1

ATTENTION: Tim Williams

Please return by : 9/28/16 To: Janice Self at City Hall - Lodgers Tax Dept

The following event has requested Lodgers' Tax funding from the City of Roswell.

EVENT NAME: Christmas Railway

DATE(S) OF EVENT: November 25-27, December 2-4, 9-11, 16-24, 2016

NAME OF ORGANIZATION: Roebuck Entertainment

The City is trying to track the value and any department expenses related to an event which is Lodgers' Tax funded.

On the application, the event has stated that the following employees have or will be requested from your department:

Type of Work Requested	# of employees	Dates/Time Required	Total Hours required (2 emp x 2 hrs each = 4 total hrs)
Assist with event	2	20 days 4 to 9	200
Electric lines installed	4	October	240
Track preparation	8	October for 3 weeks	960
Run the train	1	20 days 4 to 9	100

For each employee to be provided please provide the following information:

	Is the wage to be: regular/duty or over time	# hrs	reg wage rate	
Emp #1	regular duty time	100	18.00	1,800.00
	over time			
Emp #2	regular duty time	100	18.00	1,800.00
	over time			
Emp #3	regular duty time			
	over time			
* Value does not include: PERA, insurance or other benefits employee & cost amount provided by Parks & Rec Dept.				3,600.00

On the application, the event has stated that the following equipment has or will be requested from your department: This equipment is being supplied with out payment by the event.

Type of Equipment	Est Cost per day	# Days Required	Total Cost (cost per day X days)
Stage	100.00	20	2,000.00
Train	100.00	20	2,000.00
Electrical	100.00	40	4,000.00
Tents	100.00	40	4,000.00
		TOTAL	12,000.00

Cost amount confirmed by Parks & Rec Dept.

If the cost is not provided or the provided cost is incorrect, please input correct amount.

If additional equipment has been requested which is not listed above, please add.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 13.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Consider approval of the minutes from the August 25, 2016 Work Shop and the September 8, 2016 Regular City Council meeting. (Coll)

BACKGROUND:

Minutes from the August 25, 2016 Work Shop and the September 8, 2016 Regular City Council meeting. (Coll)

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Consider approval of the minutes from the August 25, 2016 Work Shop and the September 8, 2016 Regular City Council meeting.

Attachments

Minutes Work Shop 8.25.16

Minutes Regular CC 9.8.16

**Roswell City Council Work Shop
Held in the Conference Room at City Hall**

Thursday, August 25, 2016 at 5:14 p.m.

The meeting convened with Mayor Dennis Kintigh presiding; Councilors Henderson, Oropesa, Foster, Grant and Perry present and Councilors Sandoval, Best, Sanchez, Denny and Mackey being absent.

Notice of this meeting was given to the public in compliance with sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

ITEMS

Review and discuss any recommended edits/amendments to the Proposed Governing Body Rules of Order. Councilor Oropesa stated he agrees with Councilor Henderson's proposed changes to the Governing Body Rules of Order. Councilor Henderson discussed his proposed changes and recommended the proposed item be sent to Randy Van Vlek for his opinion. Councilor Grant suggested City Clerk, Sharon Coll, share her input on the Proposed Governing Body Rules of Order. Ms. Coll discussed her proposed changes. After further discussion, the Council members present would like staff to prepare a clean proposed Governing Body Rules of Order to bring back to the October 13, 2016 City Council meeting.

FOR THE RECORD: Councilor Oropesa left the meeting at 5:21 p.m.

ADJOURNMENT

The meeting adjourned at 6:23 p.m.

Approved on this 8th day of September, 2016.

(City Seal)

Dennis Kintigh, Mayor

Sharon Coll, City Clerk

D R A F T

Regular Meeting of the Roswell City Council Held in the Bassett Auditorium at the Roswell Museum and Art Center Thursday, September 8, 2016 at 6:04 p.m.

The meeting convened with Mayor Kintigh presiding.

Present: Oropesa, Foster, Henderson, Denny, Sandoval, Grant, Mackey, Best, Kintigh

Absent: Sanchez, Perry

Councilor Foster led in the Pledge of Allegiance and Councilor Grant in Prayer.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 15-56.

Councilor Grant moved to approve the September 8, 2016 regular City Council agenda by moving item 18 - Interim City Manager to the top of New Business/Regular Items and all other items to follow. Councilor Sandoval was the second. A voice vote was unanimous and the motion passed with Councilors Perry and Sanchez being absent.

PUBLIC PARTICIPATION ON AGENDA ITEMS

Participants are mentioned on each item.

CONSENT ITEMS

Bids and RFP's

1. **Bid - Slurry Seal Program Fall 2016** - Consider award of the "Slurry Seal Program – Fall 2016" to IPR, Ltd. of Albuquerque, NM in the amount of \$380,698.77. One of the common pavement maintenance tasks performed is "slurry seal" which is an emulsified asphalt surface treatment. It is a fine aggregate mixed with asphalt emulsion and is applied to the street approximately 5/8" thick. This year's program includes streets which have been "crack sealed" and need the "slurry seal" to compliment the crack sealing. Other streets are based on critical need as deemed by Streets Department Superintendent.
2. **Bid - Grappler truck purchase** - Consider the purchase of one (1) new grappler truck utilizing New Mexico Cooperative Education Services (CES) Statewide Price Agreement 16-019B-C101-all, at a cost of \$150,242.42 from Robert's Truck Center of New Mexico dba Summit Truck Group. An additional grappler truck was approved in the 2016-2017 Sanitation Budget to better maintain bulk service schedules and the cleanliness of the City alleys. The new truck becomes the 5th grappler truck with the primary mission of responding to calls from the side-loaders of heavily overloaded containers and off-route priority bulk collection requests. The 5th truck helps keep the other grapplers on the route and on-schedule.
3. **RFP – 16-011** - Consider approval of RFP – 16-011 to move forward with negotiations, cost analysis and contract terms for finalization to award a contract to South Eastern New Mexico Tree Service to maintain the South Main Street medians, Reischman Park and Roswell International Air Center (RIAC) Park. Since 2012 the City of Roswell has contracted landscape and turf care for the South Main Street medians, Reischman Park and RIAC Park. The contract was previously executed and fulfilled by DGM Landscaping and Garden Crest. Those contracts have since expired and the Parks and Recreation Department invited landscape companies to submit RFP proposals. South Eastern New Mexico Tree Service was the only proposal submitted and

they qualified to complete the requirements from the RFP scope of work.

4. **ITB-17-004 - Automated Fuel Dispensing Service** - Consider award of ITB-17-004 Automated Fuel Dispensing Service to AWC Propane Inc. for a one (1) year contract period from October 1, 2016 to September 30, 2017 with three (3) additional 12 month period mutually agreeable extensions. This service is to allow the City to utilize electronic fuel cards to fuel City vehicles and equipment. The service also includes filling of City owned fuel storage tanks. Currently AWC Propane is providing this service.
5. **ITB-17-005 Park Road Project** - Consider award of ITB-17-005, Park Road Project to Constructors Inc. in the amount of \$134,119.15, which includes gross receipts tax. The Park Road Project is to remove surfacing, regrade and repave a portion of Park Road in the Cahoon Park, 5th Street vicinity. This portion of Park Road is in dire need of grading and pavement work. The City has a current NMDOT Co-op Project agreement which will reimburse \$58,111 of project costs.

RIAC Leases

6. **Consider approval to authorize Mistic, Inc., a New Mexico Corporation** - to amend their current lease agreement to allow the return of certain parts of the leasehold to landlord and a reduction of rent. Mistic, Inc., is experiencing reduced revenue due to current economic conditions and is requesting to pay landlord as rent the sum of \$6,330 monthly; \$75,960 annually beginning August 1, 2016 through July 31, 2017.

Resolution(s)

7. **Resolution 16-62** - The Resolution shall mandate the cleanup of approximately forty-eight (48) separate properties within the City.
8. **Resolution 16-63** - The Resolution shall require the removal or demolition of six (6) dilapidated structures.

Minutes

9. Consider approval of the minutes from the August 11, 2016 Regular City Council meeting.

NEW BUSINESS / REGULAR ITEMS

Resolution(s)

10. **Interim City Manager** - Council consideration and vote to consider the Mayor's recommendation of James R. Hogan as Interim City Manager.

Motioned by Councilor Grant, seconded by Councilor Sandoval
Ms. Coll presented Mayor Kintigh's recommendation for City Council to consider and vote for James R. Hogan as Interim City Manager. Mr. Hogan shared a few words.

Vote: 6 - 2 Passed

With Councilors Oropesa and Mackey voting no and Councilors Perry and Sanchez being absent.

11. **Resolution 16-57** - Consider the approval of Resolution 16-57 supporting the development of a concept plan for a new Game & Fish Department facility which may be constructed within the Old Municipal Airport.

Motioned by Councilor Best, seconded by Councilor Sandoval

Mr. Morris discussed Resolution 16-57. The New Mexico Department of Game and Fish has approached the City in looking at a potential concept plan to construct a new Game and Fish facility at the Old Municipal Airport. This facility would include a new building, warehouse, lay-down yard, parking lot, an ATV training area, and fishing ponds. The area is located northwest of the intersection of College Boulevard and Montana Avenue. Staff has determined that there are several synergies at play between the City and Fish & Game with this concept, including expanded recreational opportunities close to the future recreation center to the south, and the need for additional drainage capacity in the Old Municipal Airport area.

Vote: 8 - 0 Passed

With Councilors Perry and Sanchez being absent.

FOR THE RECORD: Councilor Perry joined the meeting by telephone at 6:22 p.m.

12. **Resolution 16-64** - Consider approval of Resolution 16-64 requesting a deadline change to the Department of Finance Authority (DFA) for the final budget for the City of Roswell and for all New Mexico Municipalities.

Motioned by Councilor Grant, seconded by Councilor Foster

Ms. Garcia gave a presentation on Resolution 16-64 stating that the New Mexico Department of Finance and the New Mexico State Auditor require New Mexico Municipalities to submit final budgets for the new year by July 31 each year. The deadline is burdensome and stressful for the municipalities due to the closing of the books, the Year-End Budget and the Quarterly Report which also have deadlines of July 31. Since the City's operating system is required to run cash accounting and not accrual we only have 31 days to meet these deadlines.

Vote: 9 - 0 Passed

With Councilor Perry participating by telephone and Councilor Sanchez being absent.

13. **Resolution 16-65** - Consider approval of Resolution 16-65 which allows the United States Army Donations Program to donate a UH – 1H Huey Helicopter shell to the Douglas McBride Veterans Cemetery.

Motioned by Councilor Denny, seconded by Councilor Foster

Mr. Williams gave a presentation on Resolution 16-65. The Douglas McBride Veterans Cemetery project began in 2014 and the project was completed in 2015. The master plan site drawings display a retired military helicopter on exhibit to honor the Veterans who are laid to rest on the cemetery grounds. Representative Bob Wooley further explained the process and description on what the helicopter will look like once it arrives.

Vote: 9 - 0 Passed

With Councilor Perry participating by telephone and Councilor Sanchez being absent.

Request(s)

14. **RFP 16-010** - Consider approval of RFP 16-010 for staff to move forward with negotiations, cost analysis and contract terms for finalization to award a contract to Kemper Sports Management to operate and maintain the Nancy Lopez Golf Course at Spring River. Mr. Williams discussed the RFP request. Nancy Lopez Golf Course at Spring River operations are executed through a management contract. The current contract expires on March 1, 2017. The City moved forward by advertising a RFP to invite golf management firms across the country to propose operating the Nancy Lopez Golf Course at Spring River. Five golf management firms applied for the opportunity to manage the contract. All five firms were interviewed the week of August 8, 2016. The search committee scored Kemper Sports Management the highest based on the submitted proposals,

qualifications and management fee totals.

PUBLIC PARTICIPATION: Bob Thomson, Bob Pottle and Darryl Hodgson.

Motioned by Councilor Denny, seconded by Councilor Grant to Table RFP 16-010 for staff to move forward with negotiations, cost analysis and contract terms for finalization to award a contract to Kemper Sports Management to operate and maintain the Nancy Lopez Golf Course at Spring River.

Vote: 7 - 2 Passed

With Councilors Henderson and Mackey voting no; Councilor Perry participating by telephone and Councilor Sanchez being absent.

15. **Proposed Ordinance 16-18 Affordable Housing Plan** – Consider approval to advertise for a public hearing to be held at the Regular City Council meeting on October 13, 2016.

Motioned by Councilor Best, seconded by Councilor Foster

Mr. Morris discussed Proposed Ordinance 16-18. Proposed Ordinance 16-18 will allow the City of Roswell to engage in all of the affordable housing strategies and programs that are included in the City's adopted Affordable Housing Plan. This item has been review by the Mortgage Finance Committee which responded with 4 minor recommended changes which staff has incorporated into the draft Ordinance 16-18. Final MFA approval was received August 13, 2016.

Vote: 9 - 0 Passed

With Councilor Perry participating by telephone and Councilor Sanchez being absent.

16. **Smart Meter Water Project** - Consider approval of the Investment Grade Audit for the Smart Water Meter Project as presented and instruct staff to proceed to the next phase of the project development.

FOR THE RECORD: Councilor Perry left the meeting at 7:40 p.m.

Motioned by Councilor Best, seconded by Councilor Grant

Mr. Najar introduced Scott Griffith, Sr. Sales Representative at Yearout Energy Services Company. Mr. Griffith gave a presentation on the Smart Meter Water Project. Staff has observed a substantial amount of water use not being captured within the City water revenue due to antiquated metering systems. This project would replace current antiquated systems with new technologies which utilize highly accurate devices so the City may capture true water use along with accurate revenue. Eric Harrigan from RBG Capital Markets discussed the financial aspect of implementing the Smart Reader Meter Project. The next phase of the project will consist of final product selection and establishing a final budget. This phase will then also be presented to Infrastructure and Finance Committees then on to Council for final approval.

Vote: 8 - 0 Passed

With Councilors Perry and Sanchez being absent.

17. **Appointments** - Consider appointments to the Labor Management Relations Board, the Roswell Museum and Art Center, and the Chaves County Joy Center as presented by Mayor Kintigh.

Motioned by Councilor Grant, seconded by Councilor Sandoval

Ms. Coll discussed the proposed appointments. The Labor Management Relations Board consists of three (3) members, the Roswell Museum and Art Center Board of Trustees consists of eleven

(11) members, and the Chaves County Joy Center consists of seventeen (17) members which two represent the City of Roswell. For the purposes of appointments to the board, member(s) will be appointed to fill a specific membership position on the board which position shall be assigned a permanent number and a corresponding term. Positions shall be numbered to coincide with staggered terms so that all even numbered positions shall expire at the same time and all odd numbered positions shall expire at the same time.

Vote: 8 - 0 Passed

With Councilors Perry and Sanchez being absent.

CLOSED SESSION

18. **Closed Session** - Pursuant to NMSA 1978 § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation referencing the Chaves County Grand Jury which the City of Roswell is or may become a participant.

Motioned by Councilor Grant, seconded by Councilor Sandoval

Vote: 8 - 0 Passed

With Councilors Perry and Sanchez being absent.

Council took a 5 minute recess at 7:46 p.m. and reconvened at 7:51 p.m. in closed session.

Councilor Grant stated that for the record the Council was back at 8:07 p.m. and they had a closed session pursuant to NMSA 1978 § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation referencing the Chaves County Grand Jury which the City of Roswell is or may become a participant; no action was taken and no votes made.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

Adjournment

The meeting adjourned at 8:15 p.m.

Approved on this 13th day of October, 2016.

DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 14.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Rod Hogan

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-58 – Consider approval of proposed Governing Body Rules of Order. (Sanchez/Mayor Kintigh)

BACKGROUND:

At the March 18-19, 2016 City Council Work Session, the Council asked Mayor Dennis Kintigh, Mayor Pro-Tem Savino Sanchez, Councilor Tabitha Deny, Councilor Juan Oropesa and Councilor Caleb Grant to work with staff to develop the first ever Governing Body Rules of Order.

Governing Body Rules of Order are essentially a procedural rulebook by which the Mayor and Council govern themselves. It is a single document outlining a variety of areas associated with Mayor and Council operations and procedures while still in accordance with any local, state or federal laws. It is more specific and thus allows for matters not contained within current laws, rules and regulations to be addressed. Governing Body Rules of Order assists in providing clear and consistent direction for the governing body, staff and the public as it relates to how the City conducts its official business. Rules of Order are used by cities throughout the United States such as Los Angeles, Chicago, Rio Rancho, Fort Worth, San Jose and Tacoma.

As part of the development process, the appointed members of the governing body reviewed existing documents, identified specific areas for inclusion, discussed and debated numerous sections and wording, and ultimately crafted a document to meet the specific needs of the City of Roswell. The final draft was then reviewed by the City Attorney with respect to State and local laws. The entire process has taken approximately four (4) months.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

The previous City Attorney has reviewed the proposed Governing Body Rules of Order.

BOARD AND COMMITTEE ACTION:

At the August 11, 2016 Regular City Council meeting, Resolution 16-58 was tabled in order to have a City Council Workshop for further discussion. The City Council Workshop was held on August 25, 2016.

STAFF RECOMMENDATION:

Council consideration for approval the proposed Governing Body Rules of Order - Resolution 16-58.

Attachments

Resolution 16-58
Governing Body Rules of Order

RESOLUTION 16-58

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO APPROVING THE GOVERNING BODY RULES OF ORDER.

WHEREAS, at the March 18-19, 2016 City Council Work Session, the Mayor, along with Mayor Pro Tem Sanchez, Councilor Grant, Councilor Oropesa, and Councilor Denny, were tasked with developing the first ever City of Roswell Governing Body Rules of Order; and

WHEREAS, the purpose of the Governing Body Rules of Order is to provide a procedural rulebook by which the Mayor and Council govern themselves; and

WHEREAS, the Governing Body Rules of Order assists in providing clear and consistent direction for the governing body, staff and the public as it relates to how the City conducts its official business; and

WHEREAS, this single document outlines a variety of areas associated with Mayor and Council operations and procedures in more specific manner and thus allows for matters not contained within current laws, rules and regulations to be addressed while still in accordance with any local, state or federal laws; and

WHEREAS, during the course of several months, the representatives of the governing body developed such rules of order to be included herein as Attachment **A** and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby approves the Governing Body Rules of Order as presented and included herein as Attachment "A" to be effective the subsequent day following its passage.

PASSED, ADOPTED, SIGNED AND APPROVED this 8th day of September, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk



Governing Body - Rules of Order

Sec. 1. – Authority.

Pursuant to the laws of the State of New Mexico and the ordinances of the City of Roswell, New Mexico, the governing body may adopt rules of procedure for all meetings of the governing body of the City of Roswell, New Mexico, by resolution.

Sec. 2 – City Council Agenda.

(a) The city manager is responsible for creating and processing the agenda and agenda materials for city council meetings. The city manager will submit agenda materials as appropriate for review by the city attorney. The city clerk is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.

(b) The mayor or five council members may direct the city manager in writing to place an item on an agenda for a regular city council meeting, special meeting, or work session for discussion only unless approved as an action item by the mayor due to extenuating circumstances requiring timely action by the governing body. Items must be submitted to the city manager no later than eight (8) days prior to the meeting during which the items are to be heard.

(c) The governing body, during any scheduled regular or special meeting or work session, may direct the city manager to place an item on a future agenda.

(d) Agenda items previously considered and whereby action was taken by the governing body may not be placed on a future agenda for reconsideration within six (6) months of such action unless requested in writing by five (5) members of the governing body, provided that at least one member shall have been on the prevailing side of the previous vote on the item.

Sec. 3 – Types of Meetings.

(a) *Regular Meetings:* The City of Roswell regular meetings of the governing body are held on the second Thursday of each month, at such time as may be set by the city council, unless the meeting is rescheduled or cancelled. All regular meetings of the governing body will be held in the Roswell Museum and Art Center, Bassett Auditorium, 100 W. 11th Street, Roswell, New Mexico, 88201, or at such other location as the governing body may, by motion, resolution or ordinance, designate.

(b) *Work Session Meetings:* A work session is a meeting to discuss or explore matters of interest to the city, review and discuss agenda items, meet with city boards, commissions or committee members, city staff or officers of civic organizations, governing bodies or individuals

specifically invited to the session by the mayor, city manager or the council. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise. The presiding officer may end citizen participation in a work session in order to allow the governing body to proceed with discussion.

A work session may occur on a non-regular meeting date or be scheduled before a regular meeting of the governing body at which time may also be referred to as the Work shop.

(c) *Special Meetings:* Special meetings may be called by the mayor or by any six (6) members of the city council. The call for a special meeting shall be filed with the city clerk in written form, and the city clerk shall cause the posting of notice of the meeting as governed by applicable law. The mayor or six council members may designate a location for the special meeting other than the Roswell Museum and Art Center as long as the location is open to the public and in compliance with applicable law.

(d) *Emergency Meeting:* In case of emergency as defined by State law and confirmed by the city attorney when practical, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the mayor, city manager or his/her designee, or six members of the city council, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.

(e) *Closed Meeting:* The governing body may meet in a closed meeting but only to the extent authorized under NMSA 1978 §10-15-1 H. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.

(f) *Recessed Meetings.* Any meeting of the governing body may be recessed to a later time provided that no recess shall be for a period longer than forty-eight hours from the time the meeting is recessed.

Sec. 4 – Seating Assignments.

The assignment for seating of the governing body at a meeting shall include, in general, the presiding officer in the middle of the dias and the Mayor Pro Tem to the immediate right of the presiding officer. All other seating arrangements will be determined through a drawing conducted by the City Clerk within two (2) weeks following the swearing in of elected officials. Each member of the governing body will be provided an opportunity to draw a number from one (1) to nine (9) which shall correspond to a like numbered seat at the dias. Seat one (1) shall be to the far left if facing the dias followed in numerical order by seats two (2) through nine (9). Should a member of the governing body, for whatever reason, fail to draw a number within the timeframe prescribed by the City Clerk, the City Clerk shall draw for that member and that member shall automatically be assigned such seat.

Sec. 5 – Quorum.

A quorum at any council meeting will be established by the presence of six members of the governing body.

Sec. 6 – Order of Business.

The regular meeting of the governing body will be generally conducted in the following order, unless otherwise specified. The presiding officer of the meeting may deviate from this order if they deem it to be in the best interest of the public. An executive session may be held at any time during a meeting pursuant to applicable State law.

(a) *Regular Meeting Agenda:*

Opening Ceremonies:

- a. Call to order – Presiding officer officially calls the meeting to order
 - b. Roll Call and Determination of Quorum – City Clerk
 - c. Pledge of Allegiance – Each agenda of a regularly scheduled city council meeting shall provide an item for the recital of the “Pledge of Allegiance”.
 - d. Invocation – Each agenda of a regularly scheduled city council meeting shall provide an item allowing for an invocation for which participation by members of the governing body or members of the public shall be voluntary.
 - e. Approval of the Agenda / Consent Items / Minutes
 - i. Consent Items - Shall contain routine, non-controversial items that require action by the governing body but need little or no council deliberation. An item will be removed from the consent agenda at the request of any council member and will be considered immediately after approval of the Non-Action Items.
 - ii. Councilors requesting an item be pulled from consent agenda are encouraged to inform the City Clerk at least twenty-four (24) hours prior to the meeting.
- (2) Non-Action Items – The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented to the city council.
 - (3) Public Hearings – Business items requiring a public hearing.
 - (4) New Business / Regular Items – New or amended ordinances, resolutions, or policies that the governing body or city staff wish to have the governing body consider.
 - (5) Department Reports – Any written reports, charts, data or other information provided within the agenda packet to the governing body.
 - (6) Closed session (if needed) - Items to be discussed in closed meeting under conditions allowed by The New Mexico Open Meetings Act. The governing body may not take final action during executive session. Any final action resulting from an executive session discussion must be taken during the open public session.
 - (7) Public Participation on Non- Agenda Items – The time for the public to address the governing body on any subject. However, the governing body cannot discuss items presented under “Public Participation on Non-Agenda Items” nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to staff for research and possible

future action. There shall be a cumulative time limit of thirty (30) minutes allotted for the "Public Participation on Non-Agenda Items" portion of any regularly scheduled city council meeting. Time may be extended at the sole discretion of the mayor or mayor pro-tem in the mayor's absence.

(8) Adjourn

Sec. 7 – General Procedures.

(a) *General Procedure:* General rules of parliamentary procedure as defined herein, consistent with any applicable state law, city ordinance, statute or other legal requirement, shall govern the proceedings of the governing body. To the extent not inconsistent with these rules, the governing body shall use Robert's Rules of Order, latest edition, as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the governing body. These rules of parliamentary procedure are intended solely as a guideline.

(b) *Meeting Presence:* Members of the governing body unable to attend to the meeting shall endeavor to notify the city clerk twenty-four (24) hours in advance of the meeting. Those members wishing to participate in the meeting by telephone will be accommodated pursuant to the State of New Mexico Open Meeting Act. A member of the governing body may participate in a meeting of the governing body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting. Participation by means of a conference telephone or other similar communications equipment shall only be limited by the technical capabilities of available equipment, either the city's or members. In such instances where the technical capabilities of the city results in its inability to accommodate multiple members wishing to participate via conference telephone or other similar communications, remote participation by members of the governing body shall be provided on a first come, first serve basis in accordance with their request to the city clerk.

(c) *Chair of Meeting:* The mayor shall preside over all meetings of the governing body as the chair and enforce these rules and procedures during a meeting. In the absence of the mayor, the pro-tem shall act as the presiding officer at the meeting. In the absence of the pro-tem, the council will choose a presiding officer for the meeting. The term chair and presiding officer shall have the same meaning when used in the context of conducting a city council or city council committee meeting.

(d) *Authority of the Chair:* The presiding officer shall make decisions on questions of procedure subject to review respectively by the governing body as a whole. Following a decision of the presiding officer on a question of procedure, any two (2) members of the governing body may be entitled to appeal the decision to the governing body as a whole by the making and the seconding of an appeal.

(e) *Council Deliberations:* The presiding officer has the responsibility to control the discussion and the order of speakers. Members of the governing body will generally be called upon in the order of the request to speak. Generally, a member of the governing body may not

be recognized to speak subsequently until each member of the governing body has had an opportunity to obtain the floor. A member of the governing body holding the floor may address a question to another member of the governing body and that member may, should such members so choose, respond to the question while the floor is still held by the member of the governing body asking the question.

The member of the governing body who is the principal advocate for a matter to be voted upon shall be allowed a final opportunity to address the governing body immediately prior to the vote.

(f) *Limits to Deliberations:* Members of the governing body will limit their comments to the subject matter or motion being currently considered.

(g) *Repetitious Comments Prohibited:* A speaker or member of the governing body shall not present the same or substantially the same items or arguments to the governing body repeatedly or be repetitious in presenting oral comments. A speaker or member of the governing body shall not present an argument on a matter previously considered by the governing body at the same session.

(h) *Obtaining the Floor:* Any member of the governing body wishing to speak shall first obtain the floor by making a request for the floor to the chair. The chair shall recognize any member of the governing body who seeks the floor when appropriately entitled to do so.

(i) *Motions:* Motions may be made by any member of the governing body excluding the Mayor. Any member of the governing body, excluding the Mayor, may second a motion.

(j) *Procedures for Motions:* The following is the general procedure for making motions:

- (1) Any member of the governing body who wishes to make a motion shall first obtain the floor.
- (2) A member of the governing body who wishes to second a motion shall do so through informing the presiding officer.
- (3) Before a motion can be discussed, it shall be seconded.
- (4) The item is presented by staff or others followed by questions and discussion by the governing body.
- (5) The presiding officer shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any council member properly recognized by the chair.

(k) *Amendments to Motions:* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(l) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a city council meeting may, by notice, or motion, be continued, postponed or tabled to any subsequent meeting.

(m) *Voting:*

- (1) All applicable members of the governing body must vote either “yea” in the affirmative or “nay” in the negative.
- (2) A present member who does not vote will be officially recorded as a “nay” or negative vote.
- (3) A member of the governing body may recuse himself / herself from voting on an item prior to the governing body taking up such item.
- (4) A member of the governing body shall seek permission from the presiding officer to be recused once an item is in progress by the governing body.
- (5) Upon recusal, that council member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present. The recused member should have no participation in any discussion and should step outside of the council chamber until action on the item is completed.
- (6) Any member of the governing body may request through the presiding officer, and the presiding officer shall grant, the opportunity to clarify the reasoning of that member’s vote immediately following the vote of the governing body.
- (7) No member of the governing body shall publicly question or ask any other member of the governing body the reasoning of their vote.

(n) *Reconsideration:* A motion to reconsider the vote on any action taken by the governing body may only occur during the meeting at which the action was taken and may only be made by one of the members of the governing body who voted with the prevailing side.

(o) *Public Hearings:* The following is the general procedure for conducting public hearings:

- (1) Motion.
- (2) Second.
- (3) Staff presents report.
- (4) The presiding officer opens the public hearing.
- (5) Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the presiding officer shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter. In the case of a public hearing which is also an administrative adjudicatory proceeding, or quasi-judicial hearing,

speakers are limited to those who are parties or who are required to be notified by ordinance or statute.

- (6) Members of the governing body may ask staff questions.
 - (7) The applicant (if applicable) then has the opportunity to present comments, testimony, and/or oral arguments.
 - (8) Members of the governing body may ask questions of the applicant after being recognized by the presiding officer.
 - (9) Members of the public are provided with the opportunity for comments and testimony in accordance with Section 8(b) of the City Council Rules of Order.
 - (10) The applicant may be given the opportunity to respond to questions from the members of the governing body and for closing comment or rebuttal.
 - (11) The governing body deliberates on the issue. In the case of an administrative adjudicatory hearing, the governing body may deliberate in closed session as authorized under NMSA 1978 §10-15-1 H (3), provided, however, that any final action is taken in an open meeting.
 - (12) If the governing body raises new issues through deliberation and a majority of the governing body seeks additional public testimony, additional public comment and testimony is permitted in accordance with Section 8(b) of the City Council Rules of Order.
 - (13) Following deliberation, the governing body takes action as needed.
 - (14) The chair announces the final decision of the governing body as applicable.
- (p) *Call for Recess:* The presiding officer may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any two (2) members of the governing body.

Sec. 8 – Decorum.

- (a) *Members of the governing body:*
- (1) A member of the governing body who wishes recognition shall address the presiding officer, but shall not proceed with remarks until recognized and named by the presiding officer. Remarks shall be confined to the question before the governing body.
 - (2) Respectful behavior by all members of the governing body shall be practiced during meetings.
 - (3) A member of the governing body may not represent any third party before the governing body or any city board or commission.

- (4) All personal communication devices should be placed in a silent mode during all city council meetings.
- (b) *Citizens' participation:* The following rules shall be in force for persons in attendance at all meetings of council:

- (1) Persons wishing to address the council during "Public Participation on Agenda Items", "public hearings", or any other agenda items shall sign in with the city clerk prior to the beginning of the regularly scheduled city council meeting or immediately following their address to the governing body. Each speaker shall approach the lectern and give his/her name and address before speaking. Speakers shall address the Mayor and Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the presiding officer. Each speaker will be allowed up to three (3) minutes to speak. No person shall be allowed to address the governing body more than once on a particular agenda item unless called upon by the presiding officer to do so as may be requested by a member of the governing body.

The members of the governing body cannot discuss any non-agenda items presented under "public participation" nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to city staff for research and possible future action.

- (2) Persons may not engage in discussions with the governing body during deliberations unless specifically asked a question by a member of the governing body. Persons who have been asked a question by a member of the governing body must be recognized by the presiding officer before being allowed to speak. The presiding officer may end any question and answer session between members of the governing body and a member of the public in order to facilitate the order of business.
- (3) Persons may present printed material pertaining to an agenda. Persons shall present 15 copies of printed material to the city clerk to distribute to the council during a meeting.
- (4) Persons may present a PowerPoint software presentation to the governing body utilizing the City's audio/visual equipment when speaking on an agenda item.
 - a. All PowerPoint presentations must comply with applicable time limits for oral presentations.
 - b. All PowerPoint presentations must be submitted to the City Clerk already formatted in PowerPoint no later than five (5) days prior to the City Council meeting to allow for virus checks and confirm compatibility with city equipment.
 - c. Any items (discs, flash drives, etc.) believed to contain viruses or are unable to be scanned for viruses by city equipment will not be permitted to be used on city equipment.
 - d. If compatibility or viruses are at issues, a member of the public may provide a printed hard copy of the PowerPoint presentation to the governing body and city clerk.
 - e. Persons presenting a PowerPoint presentation are allowed up to three (3) minutes to speak, inclusive of the presentation.

- (5) Persons attending council meetings shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs, placards or other items which block the view of those behind them or are disruptive to the proceedings, or when meetings are held in the Roswell Museum and Art Center, are close enough to artwork to cause potential damage to such artwork. No person attending any council meeting shall delay the proceedings or refuse to obey the orders of the presiding officer.
- (6) Disturbances, transgressions of the rules or disorderly conduct in the council chamber may cause the transgressor to be removed from the meeting. The presiding officer shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - a. Call the person to order, advising that person of the infraction.
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - c. Order the person to leave the meeting. If the offending person is a member of governing body, the presiding officer shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
 - d. The presiding officer may direct that an individual be removed from the meeting if such individual continues to disrupt the meeting after being warned to cease such disruptive conduct.
- (7) Persons are encouraged to attend council meetings. However, the number admitted shall be limited to the fire safety capacity of the council chamber, or other meeting location, as determined by the fire chief or his designee. If the capacity is surpassed the council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants.

Sec. 9 – Statements by public officials regarding litigation.

When the City of Roswell is involved in litigation or a legal dispute, council members shall refrain from commenting on settlements, appeals or other issues related to the subject until the matter is resolved. Only the mayor, city manager or city attorney shall be authorized to provide or participate as appropriate in any public responses or comments, as needed on matters involving litigation.

Sec 10 – Standing Council Committees.

Standing Council Committees shall be as prescribed by city ordinance. To the extent appropriate, committees shall operate following the same general rules of order as contained herein with note of the following:

- 1. *Meeting dates and times:* The committee chair shall solicit input from committee members and work to accommodate such members with regard to establishing a standard meeting schedule; however, the committee chair shall have final authority on establishing such meeting schedule.

2. *Council committee agendas:* The committee chair, working with the staff liaison, shall establish the agendas for committee meetings; however, the Mayor or two (2) members of the governing body, regardless of which committees they serve on, or the city manager, may place an item on an agenda for discussion by the committee. Requests for the placement of agenda items shall be made in writing to the respective committee chair and staff liaison. Items shall be placed on the next available agenda if submitted a minimum of eight (8) days in advance of the meeting date. Items shall be for discussion only unless approved as action items by the committee chair due to extenuating circumstances requiring timely action by the committee.
3. *Uncertainty on committee assignment of an agenda item:* Only in cases where there exists uncertainty or disagreement with regard to which committee an agenda item is to be placed, the Mayor shall have full authority to make such final agenda assignment(s).
4. The committee chair or vice chair of the committee in the former's absence, is the presiding officer of that committee.
5. After an agenda item is announced by the committee chair, the members may discuss the item without the need for a motion on the item.

Sec 11 – Public Requests for Proclamations

1. Requests for proclamations shall be made through the Office of the Mayor and the Mayor shall consider the issuance of each.
2. Should the Mayor determine not to issue a particular proclamation, five members of the governing body may request in writing to the Mayor the issuance of such proclamation.
3. Should the Mayor decline to sign such proclamation, the Mayor Pro Tem will be presented with such proclamation.
4. Should the Mayor Pro Tem decline to sign such proclamation, the proclamation shall not be issued.

Sec 12 – Open Meetings Act

1. All members of the governing body shall read and abide by the laws set forth by the State's Open Meeting Act.
(<http://www.nmag.gov/uploads/files/Publications/ComplianceGuides/Open%20Meetings%20Act%20Compliance%20Guide%202015.pdf>)
2. In addition to scheduled meetings of the governing body, the Act's requirement for open, public meetings applies to any discussion of public business among a quorum of a public body's members.
 - a. Usually, a quorum of a public body's members meets together to discuss public business or take action. However, a quorum may exist for purposes of

the Act even when the members are not physically present together at the same time and place. For example, if three members of a five member board discuss public business in a series of telephone or email conversations, the discussion is a meeting of a quorum.

- b. This is sometimes referred to as a “rolling” or “walking” quorum. The use of a rolling quorum to discuss public business or take action violates the Act because it constitutes a meeting of a quorum of the public body’s members outside of a properly noticed, public meeting.
3. The City Attorney shall provide to the governing body an annual review with regard to the legal aspects of the open meetings act and the inspection of public records act. Members of the governing body shall endeavor to attend such presentations on a yearly basis.

Sec 13 – Request for Research/Information

Council members may request information or research from staff on a given topic, outside of such topics currently being discussed or considered as part of a Committee or Governing Body agenda item, through the city manager or team leaders. The City Manager or Team Leaders will determine if extensive staff time and resources are required to accomplish the request. If so, at his/her discretion, the city manager may present the request to the full governing body.

Requests for information or research directly related to new policies, programs or processes shall follow the current procedure as previously adopted by Resolution No. 15-81 included below.

1. A City Council member may request an item be added to the regular City Council agenda or to the appropriate Council Committee agenda asking that a project/item be considered by the City Council for inclusion on the proposed Project Priority List.
 - a. The City Council member proposing the item would provide a brief overview of the project/item to the full governing body or to Committee members at a City Council Committee meeting.
 - b. If approved by four (4) members of City Council or Council Committee, staff would bring the project/item to the City Council at the next regular City Council meeting to review the project/item in more detail including scope, proposed Committee placement, estimated resource allocation and timeline, as applicable (and/or other items as may be directed by Council).
2. At the next regularly scheduled City Council meeting, following Council review of the information as provided per paragraph b above, staff would seek City Council action (simple majority of a quorum) on placement (prioritization) of the project/item with regard to the Project Priority list.
3. Staff may add to the Project Priority list substantive projects/items typically requiring Council action or direction (generally as a result of customary operations).

Sec 14 – Notification of Significant Incidents

The city manager shall ensure that the governing body shall be notified of significant incidents at the earliest opportunity. The extent of the information provided shall be dependent upon the nature of the incident and at the discretion of the city manager.

Sec 15 – Procedure in the Absence of Rules

Any matter not covered by these rules shall be governed by decision of the presiding officer, applying Roberts Rules of Order, newest version.

Sec 16 – Amendment of Rules

These rules, or any part thereof, may be amended, repealed, altered or rescinded by resolution as approved by a majority vote of the governing body.

Sec 17 - Non-Exclusive Rules

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the governing body, or of its presiding officer, to govern the conduct of the city council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the city.

Sec 18 - Non-Observance of Rules

Rules adopted by the governing body are solely to expedite and facilitate the transaction of the business of the governing body in an orderly fashion and, they shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the governing body.

Sec 19 – City Attorney as Procedural Advisor

The City Attorney assists the governing body as a resource and advisor for interpreting the governing body's adopted rules and procedures.

9/28/16

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 15.

Meeting Date: 10/13/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Resolution 16-68 - Consider approval of Resolution 16-68 Transportation Alternative Program (TAP) application for a Bicycle and Pedestrian Master Plan. (Best/Morris)

BACKGROUND:

The Parks Department has requested a Bicycle and Pedestrian Master Plan application be submitted through the New Mexico Department of Transportation TAP process. A master plan would be vital in the future for design, funding and construction of future bicycle and pedestrian facilities. Cost of plan is estimated at \$110,000.

The resolution is for support of the resolution. If application is successful then \$110,000 would be required in FY 2018, and 85.44% (\$93,984) would be reimbursed. TAP projects require full funding up front for projects. Reimbursement is made during the life of the project. City of Roswell non-reimbursable 14.56% match is \$16,016.

FINANCIAL CONSIDERATION

\$110,00 would be requested budget for FY 2018.

LEGAL REVIEW:

Not at this time.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommend approval (4-0) at their meeting on September 19, 2016.

STAFF RECOMMENDATION:

Council consideration of approval for Resolution 16-68 Transportation Alternative Program (TAP) application for a Bicycle and Pedestrian Master Plan.

Attachments

Resolution 16-68

Resolution 16-68

RESOLUTION OF SPONSORSHIP

For a Transportation Alternatives Program Application and Maintenance Commitment , a resolution declaring the eligibility and intent of the City of Roswell to submit an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018/2019 Transportation Alternatives Program (TAP) funds.

Whereas, the City of Roswell, New Mexico, has the legal authority to apply for, receive and administer federal funds; and,

Whereas, the City of Roswell, is submitting an application for Federal Fiscal Year 2018/2019 (FFY18/19) New Mexico TAP funds in the amount of \$110,000 , as set forth by the Federal legislation, Fixing America's Surface Transportation (FAST) Act, and as outlined in the FFY 18/19 New Mexico TAP/RTP Guide; and,

Whereas, the **Bicycle and Pedestrian Master Plan** named in the TAP application are eligible project(s) under New Mexico TAP and the FAST Act; and,

Whereas, the City of Roswell, acknowledges availability of the required local match of 14.56% (\$16,016) and the availability of funds to pay all costs up front, as TAP is a cost reimbursement program; and,

Whereas, the City of Roswell, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, the City of Roswell, agrees to maintain all project(s) constructed with TAP funding for the useable life of the project(s);

Now, therefore be it resolved by the governing body of the City of Roswell, that:

1. The City of Roswell, authorizes City Engineer to submit an application for FFY18/19 New Mexico TAP funds in the amount of \$110,000 from the New Mexico Department of Transportation (NMDOT) on behalf of City of Roswell.
2. That the City of Roswell, assures the NMDOT that if TAP funds are awarded, sufficient funding for the local match and for up front project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount will be paid for by the City of Roswell.

3. That the City of Roswell, assures the NMDOT that if awarded TAP funds, sufficient funding for the operation and maintenance of the TAP project will be available for the life of the project.

4. That the Mayor of City of Roswell, is authorized to enter into a Cooperative Project Agreement with the NMDOT for TAP projects using these funds as set forth by the FAST Act on behalf of the citizens of City of Roswell. The Mayor or City Engineer are also authorized to submit

Additional information as may be required and act as the official representative of the City of Roswell in this and subsequent related activities.

5. That the City of Roswell, assures the NMDOT that the City of Roswell, is willing and able to administer all activities associated with the proposed project.

PASSED, ADOPTED, AND APPROVED this 13th day of October, 2016.

City of Roswell

Mayor Dennis Kintigh

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 16.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Sharon Coll

CHAIR: N/A

ACTION REQUESTED:

Resolution 16-69 - Consider approval of Resolution 16-69 to comply with the Open Meetings Act. (Sanchez/Coll)

BACKGROUND:

The City Council has annually approved a resolution to comply with the provisions of the New Mexico Open Meetings Act. The resolution sets the dates, times and places for regular City Council meetings and the standing City Council committees. The resolution also provides for reasonable notice of regular meetings, special meetings and emergency meetings, publication of notice and other notice requirements, meeting agendas, telephonic participation, requirements for closed sessions, minutes of meetings, and contact information for disabled persons who want to participate at meetings.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed Resolution 16-69.

BOARD AND COMMITTEE ACTION:

Based on its subject matter, this resolution has historically been presented to the entire City Council for approval rather than first being referred to a standing committee.

STAFF RECOMMENDATION:

Council consideration of approval for Resolution 16-69 to comply with the Open Meetings Act.

Attachments

Resolution 16-69

RESOLUTION 16-69

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any council, commission, committee, or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the City Council of the City of Roswell to determine annually what constitutes reasonable notice of its public meetings as well as meetings of any commission, committee, or other policy making body of the city;

NOW, THEREFORE, BE IT RESOLVED by the City Council as the GOVERNING BODY OF THE CITY OF ROSWELL, NM that:

1. 1. All meetings of the Roswell City Council shall be held at the Roswell Museum and Art Center in the Bassett Auditorium, 100 W. 11th Street, Roswell, New Mexico, or as indicated in the meeting notice.

2. Unless otherwise specified, regular meetings shall be held each month on the second Thursday at 6:00 p.m. The agenda will be available from the City Clerk, whose office is located at City Hall in Roswell, New Mexico, at least seventy-two (72) hours prior to the meeting. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.

3. Regular meetings of the standing committees of the City Council shall be held monthly at the same time and on the same day of the same week of the month as determined by each standing committee at the City Hall, 425 North Richardson Avenue, Roswell, New Mexico, or as indicated in the meeting notice. The agenda will be available from the City Clerk, whose office is located at City Hall in Roswell, New Mexico, at least seventy-two (72) hours prior to the meeting. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov. Notice of any other regular meeting of a standing committee will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained. As of the date of this resolution, the standing committees of the City Council meet regularly as follows (unless otherwise posted):

Finance Committee:	first Thursday of each month at 8:00 a.m.
General Services Committee:	fourth Wednesday of each month at 3:00 p.m.
Infrastructure Committee:	third Monday of each month at 4:00 p.m.
Public Safety Committee:	fourth Monday of each month at 3:00 p.m. or as needed.
Legal Committee:	fourth Thursday of each month at 4:00 p.m.

4. Special meetings may be called by the Mayor or a majority of the members of the City Council or by the Chair of a standing committee at least seventy-two (72) hours prior to any special meeting. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours prior to any special meeting.

5. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss in accordance with all state and local laws. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or by a majority of the members of the City Council upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

6. For the purposes of regular meetings described in paragraphs 2 and 3 of this resolution, notice requirements are met if notice of the date, time, place, and agenda is sent to newspapers of general circulation and posted on the City Hall Bulletin Board, 425 North Richardson Avenue, Roswell, New Mexico or other location determined by the City of Roswell if 425 N. Richardson Avenue is not available. The City Clerk shall also mail or fax copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation which have made a written request for notice of public meetings. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov.

7. For the purposes of special meetings and emergency meetings described in paragraph 4 and 5 of this resolution, notice requirements shall be met by posting notice of the date, time, place and agenda on the City Hall Bulletin Board, 425 North Richardson, Roswell, New Mexico. The City Clerk shall also provide fax notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

8. For the purpose of telephonic conference or voting and the approval of the presiding officer, a member of the City Council may participate by telephone or other

similar communications equipment when it is difficult or impossible for the Councilor to attend the meeting in person, provided that the Councilor can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Council.

9. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 if a summary or other type of accessible format is needed.

10. The Council or Committee may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Council or Committee taken during the open meeting. The authority for closure and the subjects to be discussed shall be stated in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

(b) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(c) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by the vote of the Council or Committee in an open public meeting.

Passed and adopted this 13th day of October, 2016.

DENNIS J. KINTIGH, MAYOR

CITY SEAL

ATTEST:

SHARON COLL, CITY CLERK

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 17.

Meeting Date: 10/13/2016

COMMITTEE: Finance

CONTACT: Monica Garcia

CHAIR: Caleb Grant

ACTION REQUESTED:

Resolution 16-71 - Consider approval of Resolution 16-71 a budget amendment for the roof work for the Roswell Adult and Senior Center. (Grant/Garcia)

BACKGROUND:

The Roswell Adult and Senior Center roof is in need of repair. The total roof repair is estimated at \$350,000 plus GRT is \$376,250. This building is very vital to recreational programming for the City of Roswell. Besides the adult activities, this building is also the interim youth recreation center. This building is experiencing roof leakage and it is prudent to address the entire roof at this time.

FINANCIAL CONSIDERATION

FY2016 Final Budget Bond Proceeds

- Streets - \$1,232,000 balance

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee is scheduled to meet on Thursday, October 13, 2016 at 5:00 p.m.

STAFF RECOMMENDATION:

Consider approval of Resolution 16-71 a budget amendment for the roof work for the Roswell Adult and Senior Center.

Attachments

Resolution 16-71

RESOLUTION 16-71

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE CITY OF ROSWELL FOR THE FISCAL YEAR ENDING JUNE 30, 2017

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously developed a budget for the fiscal year 2016-2017, ending June 30, 2017; and

WHEREAS, the City Council approved a GRT Bond Program in FY2015-2016 for \$3,500,000 to finance infrastructure improvements, land acquisition, street improvements and park projects; and

WHEREAS, \$1,232,000 of the \$3.5M was reserved for streets with no projects outlined; therefore amending the amount reserved for streets by \$376,250 to fund the roof at the Roswell Adult & Senior Center; and

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for fiscal year 2017.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO hereby adopts the budget adjustment hereinabove described and respectfully requests approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED this 13th day of October, 2016.

Dennis Kintigh, Mayor

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 18.

Meeting Date: 10/13/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

Consider approval to proceed with Roswell Adult and Senior Center roof repair utilizing CES New Mexico, a cooperative procurement process. (Best/Dillon)

BACKGROUND:

The Adult & Senior roof is in need of repair. The total roof repair is estimated at \$350,000 plus GRT is \$376,250. This building is very vital to recreational programming for the City of Roswell. Besides the adult activities, this building is also the interim youth recreation center. This building is experiencing roof leakage and it is prudent to address the entire roof at this time.

It is recommended that the roofing proceed utilizing CES cooperative procurement process. Contract recommended to be awarded to Waide Construction and Allen Roofing. The quality and success of this team has been proven with the Library, Transit and Museum roof projects.

FINANCIAL CONSIDERATION

The Finance Department recommend funding (4-0) at their meeting on on October 6, 2016.

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee recommended approval (4-0) to proceed with Roswell Adult & Senior Center roof repair utilizing CES procurement process at their special meeting on October 6, 2016 and the Finance Committee recommended approval (4-0) at their meeting on October 6, 2016.

STAFF RECOMMENDATION:

Consider approval to proceed with Roswell Adult and Senior Center roof repair utilizing CES New Mexico, a cooperative procurement process.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 19.

Meeting Date: 10/13/2016

COMMITTEE: General Service

CONTACT: Elizabeth Stark Rankins

CHAIR: Tabitha Denny

ACTION REQUESTED:

RFP – 16-010 - Consider approval of RFP – 16-010 to approve staff to move forward with negotiations, cost analysis and contract terms for finalization to have Kemper Sports Management operate and maintain the Nancy Lopez Golf Course at Spring River. (Denny/Williams)

BACKGROUND:

Nancy Lopez Golf Course at Spring River operations are executed through a management contract. The City Council, at the September 8th Council Meeting, voted to take RFP 16-010 back to the General Services Committee to acquire more information regarding the management of the golf course. The General Services Committee on September 23, 2016 voted 4-0 to send RFP 16-010 back to City Council for approval to move forward with the selected golf management firm to negotiate a contract agreement. The current contract expires on March 1, 2017. The City has moved forward by advertising an RFP to invite golf management firms across the country to propose operating the Nancy Lopez Golf Course at Spring River. Five golf management firms applied for the opportunity to manage the contract in which all were interviewed the week of August 8, 2016. The search committee scored Kemper Sports Management the highest based on the submitted proposals, qualifications and management fee totals. Through negotiations the protection of City golf course employee benefits and salary will be paramount. Additionally, the senior golf greens fees will not be affected or raised in the near future and will be lower than the regular fees in the distant future based on market comparisons. The maintenance standards for the golf course will be the same or better based on regular quarterly maintenance audits by the City. The financial status of the golf course will face regular quarterly audits by the City to ensure quality standards and goals are met. During negotiations, City Staff will establish and implement Key Performance Indicators with Kemper Sports which establishes financial and maintenance of the golf course goals and objectives.

FINANCIAL CONSIDERATION

Not applicable at this time - financials will be considered once negotiations are completed.

LEGAL REVIEW:

The previous City Attorney reviewed RFP 16-010.

BOARD AND COMMITTEE ACTION:

The City Council, at the September 8, 2016 City Council Meeting, voted to take RFP 16-010 back to the General Services Committee to acquire more information regarding the management of the golf course. The General Services Committee recommended approval (4-0) at their meeting on September 23, 2016 to send RFP 16-010 back to City Council for approval to move forward with the selected golf management firm to negotiate a contract agreement.

STAFF RECOMMENDATION:

Council consideration to approve RFP 16-010 which authorizes city staff to move forward with negotiations, cost analysis and contract terms with Kemper Sports Management to possibly operate and maintain the Nancy Lopez Golf Course at Spring River beginning March 1, 2017.

Attachments

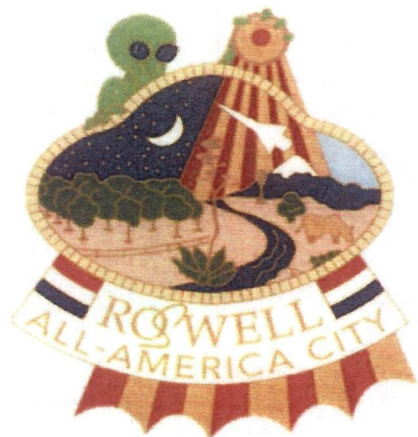
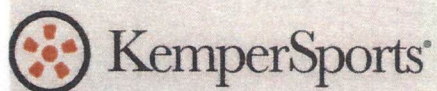
RFP 16-010 Golf Course Operations and Maint.

July, 2016



Golf Course Operations Management
Nancy Lopez Golf Course at Spring River

RFP-16-010



Executive Summary

On behalf of KemperSports, I am excited to present our capabilities and experience to provide professional golf management services to the City of Roswell, which would include maintenance of Nancy Lopez Golf Course at Spring River. We are genuinely excited to showcase our professional knowledge, evaluate the current operations of the golf course and deliver our professional management services offering recommendations on strengthening the business model and increasing revenues for the facility.

KemperSports has been partnering with government and municipal agencies for nearly 40 years providing a creative and customized approach to each facility that addresses their specific goals and objectives. As a current partner with **38 municipalities** we understand the attention to detail required to provide best management practices while delivering a high quality experience that the entire community of Roswell can be proud of each and every day. Our hands-on, client-centric management approach is the cornerstone of our success. Nancy Lopez Golf Course at Spring River will benefit from our experience with similar operations, proven operational guidelines and strategies to maximize the operation. It's our people and their passion for what we do every day that has led so many municipal organizations to trust us with their golf assets and operations.

Based on our experience, as well as the criteria stated in the RPF and our tour of the facility we have identified the following specific areas that are key during the evaluation process with the City of Roswell:

- ***Partner with an operator that has all-encompassing experience in managing expenses and revenues while delivering a premier golf experience for residents and guests of Roswell***
- ***Improving the revenue production of the golf course, in all areas, to reduce the financial burden which exists today and work towards financial stability.***
- ***Lease Golf Carts to the facility and provide the City a larger portion of the revenues***
- ***Develop an extensive marketing plan and brand awareness which will capture the local residents to the golf course and drive additional rounds and provide quality food and beverage to the facility***
- ***Create an awareness of the "Best in Class" golf experience for the Roswell community while delivering consistent and accurate financial reporting to City representatives***

During the next four years, with the support and guidance from City representatives, KemperSports will make achieving these goals our top priority along with implementing our other industry leading management best practices.

Understanding the dynamics of running a leading golf operation in similar location while efficiently monitoring the top and bottom line expenses is essential in selecting a successful operator. We are experts on managing golf shops and providing instruction to all players' capabilities while consistently achieving our client's goals. For example, in El Paso, at Butterfield Trail Golf Club we have grown revenues through innovative tournament sales strategies, player development programs and delivering award winning customer service.

Diversifying the property and identifying other areas to generate revenue including private events, social gatherings and other non-golf related revenues are crucial to the long term sustainability of the facility. We recognize the dynamic marketing efforts needed to incorporate revenue opportunities for both the local residents and guest to Roswell by targeting efforts to grow awareness in both New Mexico and regionally. Several sales and marketing initiatives, along with increased brand awareness, will be implemented immediately. These initiatives include: strengthening existing relationships and building new partnerships within the Roswell community, the introduction of a customized loyalty program and the development of new and exciting events for residents. These programs, such as hosting 'Resident Appreciation Months' are concentrated on giving back to the primary golfers and residents that continue to utilize Nancy Lopez Golf Course at Spring River. KemperSports will implement our programs and sharing best practices from our "Center of Excellence" – our digital library of customizable marketing, advertising and public relations strategies which help create Best in Class operations across all of our golf facilities.

Our client centric management approach focusses on making the golf course and City of Roswell the "Star". We will create an individual operating model flexible and specific to the City of Roswell's long term goals for quality of life ammenities. Delivering consistent communication and providing expert guidance to the City is our goal while making Nancy Lopez Golf Course at Spring River a true community asset.

Thank you again for allowing KemperSports the opportunity to submit our proposal for your consideration to manage full operations at Nancy Lopez Golf Course at Spring River.

POINTS FOR:

RFP-16-010

Nancy Lopez Golf Course at Spring River Operations Management

HCB ENTERPRISES		KEMPERSPORTS MANAGEMENT		LANDSCAPES MANAGEMENT COMPANY		OLIPHANT HALTOM GOLF, LLC		MILESTONE MANAGEMENT	
Points	Rank	Points	Rank	Points	Rank	Points	Rank	Points	Rank
86	5	130	1	130	1	111	2	87	3
113	5	144	1	143	2	141	3	116	4
105	5	147	1	139	2	130	3	113	4
76	5	150	1	144	2	136	3	104	4
380	5	571	1	556	1.75	518	2.75	420	3.75
95	5	142.75	1	139	1.75	129.5	2.75	105	3.75

Reviewer #1

Reviewer #2

Reviewer #3

Reviewer #4

TOTAL

AVG.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 20.

Meeting Date: 10/13/2016

COMMITTEE: Legal

CONTACT: Aaron Holloman

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-19 - Consider approval to advertise for a public hearing to be held and voted on at a Regular City Council meeting for November 11, 2016, for Proposed Ordinance 16-19 for the posting of property for "No Trespassing". (Perry/Morris)

BACKGROUND:

The proposed text amendment is language that outlines directly from State law the requirements for a "No Trespassing" sign. This language is not in the City Code.

FINANCIAL CONSIDERATION

There are no financial considerations associated with this item.

LEGAL REVIEW:

The contract City Attorney has reviewed this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) of Proposed Ordinance 16-19 at their meeting on September 22, 2016.

STAFF RECOMMENDATION:

Consider approval to advertise for a public hearing to be held and voted on at a Regular City Council meeting for November 11, 2016, for Proposed Ordinance 16-19 for the posting of property for "No Trespassing".

Attachments

Proposed Ordinance 16-19

PROPOSED ORDINANCE 16-19

AN ORDINANCE OF THE CITY OF ROSWELL ESTABLISHING THE CRITERIA FOR THE POSTING OF PROPERTY, AND PROVIDING FOR AN EFFECTIVE DATE AND SEVERABILITY.

WHEREAS, The City of Roswell, New Mexico has regulations concerning unauthorized access onto private property; and,

WHEREAS, the City of Roswell City Council has determined that clearly stating the criteria for the proper posting of properties is necessary.

NOW THEREFORE, be it ordained by the governing body of City of Roswell, State of New Mexico:

Section 1. Addition of new Section 10-66 as follows.

Section 10-66. – Posting Requirements

- A. The owner, lessee or person lawfully in possession of real property in New Mexico, except property owned by the state or federal government, desiring to prevent trespass or entry onto the real property shall post notices parallel to and along the exterior boundaries of the property to be posted, at each roadway or other way of access in conspicuous places, and if the property is not fenced, such notices shall be posted every five hundred feet along the exterior boundaries of such land.
- B. The notices posted shall prohibit all persons from trespassing or entering upon the property, without permission of the owner, lessee, person in lawful possession or his agent. The notices shall:
 - (1) Be printed legibly in English;
 - (2) Be at least one hundred forty-four (144) square inches in size;
 - (3) Contain the name and address of the person under whose authority the property is posted or the name and address of the person who is authorized to grant permission to enter the property;
 - (4) Be placed at each roadway or apparent way of access onto the property, in addition to the posting of the boundaries; and
 - (5) Where applicable, state any specific prohibition that the posting is directed against, such as "no trespassing," "no digging" or any other specific prohibition.

- C. Any person who posts public lands contrary to state or federal law or regulation is guilty of a petty misdemeanor.

Secs. 10 - ~~66~~ 67 - 10-70. - Reserved.

Section 2. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. EFFECTIVE DATE.

This ordinance shall be effective after five (5) days following its publication as required by State law.

PASSED, ADOPTED, SIGNED and APPROVED the 10th day of November, 2016.

CITY SEAL

ATTEST:

Dennis Kintigh, Mayor

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 21.

Meeting Date: 10/13/2016

COMMITTEE: Legal

CONTACT: Aaron Holloman

CHAIR: Jason Perry

ACTION REQUESTED:

Proposed Ordinance 16-20 - Consider approval to advertise for a public hearing to be held and voted on at a Regular City Council meeting for November 11, 2016, for Proposed Ordinance 16-20 to create a Commercial Office (CO-1) Zoning District. (Perry/Morris)

BACKGROUND:

Commercial office is currently allowed in C-1 thru C-4 districts. Office is also allowed in the R-3 and R-4 but in very reduced sizes of buildings. Office works well next to residential properties because office is usually open when most residents are at work or elsewhere, and closes when residents come back home. Office uses that are bigger must be located in the Commercial districts, but there are residential locations around the City where an office use would be compatible with the neighborhood. This CO-1 district contains requirement that will make the structure look more residential in style and presence.

FINANCIAL CONSIDERATION

There are no financial considerations associated with this item.

LEGAL REVIEW:

The Contract City Attorney has reviewed this Proposed Ordinance.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval (3-0) of Proposed Ordinance No. 16-20 at their meeting on September 22, 2016.

STAFF RECOMMENDATION:

Consider approval to advertise for a public hearing to be held and voted on at a Regular City Council meeting for November 11, 2016, for Proposed Ordinance 16-20 to create a Commercial Office (CO-1) Zoning District.

Attachments

Proposed Ordinance 16-20

PROPOSED ORDINANCE 16-20

AN ORDINANCE OF THE CITY OF ROSWELL, NEW MEXICO, MODIFYING APPENDIX A (ZONING) BY ADDING A NEW ZONING DISTRICT COMMERCIAL OFFICE (CO-1) AS ARTICLE 19, RENUMBERING EXISTING ARTICLES 19 THROUGH 31, AND PROVIDING FOR AN EFFECTIVE DATE AND SEVERABILITY.

WHEREAS, The City of Roswell, New Mexico has regulations concerning land development activities which have been promulgated through the adoption of the Zoning Code; and,

WHEREAS, the Zoning Code classifies the City into various zoning districts: and,

WHEREAS, the City Council has determined that the Zoning Code could be improved though the adoption of a new commercial office zoning district.

NOW THEREFORE, be it ordained by the governing body of City of Roswell, State of New Mexico:

SECTION 1. ADDITION OF NEW ARTICLE 19 AS FOLLOWS.

ARTICLE 15: CO-1 COMMERCIAL OFFICE DISTRICT

Section 1. Purpose:

The purpose and intent of this zoning district is to provide suitable sites for the development of well-planned and attractive commercial office buildings which will not adversely impact adjacent residential development.

Section 2. Use Regulations:

A. Permitted Uses are as follows:

1. Banks/Credit Unions/Financial institutions
2. Professional offices
3. Land development services
4. Medical facilities/offices/centers (Out Patient, no ambulances)
5. Counseling, child guidance and family service
6. Government offices (No outdoor storage)
7. Any other use that meets the intent and purpose of this Article and is similar and comparable to those uses listed above

B. Special Uses are as follows:

1. Child day care center

Section 3. Site Development Standards (Single Building):

A. Setbacks:	
<u>Yard:</u>	<u>Setback (feet):</u>
<u>Any Property Line to Local / Collector Streets</u>	<u>20'</u>
<u>Any Property Line to Arterial Streets</u>	<u>25'</u>
<u>Rear Yard</u>	<u>20'</u>
<u>Side Yard (Interior)</u>	<u>20'</u>

B. Parcel Dimensions:	
<u>Parcel Aspect:</u>	<u>Criteria:</u>
<u>Minimum Parcel Size:</u>	<u>20,000 square feet</u>
<u>Minimum Parcel Width:</u>	<u>100 feet</u>
<u>Maximum Building Height:</u>	<u>30 feet and not more than three (2) stories</u>

C. General Site Design Standards:

All office development shall comply with all applicable requirement of Article 22, Building and Performance Standards, with the following exceptions.

1. *Height Requirements:* In addition to the requirements of Section 6 (Height Restrictions), the following are also required. Antennas, monuments, towers, church spires, and/or other such structures not intended for residential dwelling, shall be reviewed on an individual by City Staff through the Building Permit/Plan Review process to determine if the structure's height poses any threat to the health, safety, welfare, and/or aesthetics of the adjacent properties or the community as a whole.
2. *Off-Street Parking and Loading Requirements:* In addition to the requirements of Section 7 (Off-Street Parking and Loading Requirements), the following are also required. Parking areas shall be maintained along the rear and side yards of the structure. No parking shall be located any closer to the street than the front of the building.
3. *Fences, Walls, and Other Obstructions:* In addition to the requirements of Section 8 (Fences, Walls, and Other Obstructions), the following are also required. The lot shall be effectively screened by placing a solid fence or wall no less than 6 feet in height on the structure side of the lot line, made of brick, masonry, or stone.
4. *Lighting:* In addition to the requirements of Section 10 (Lighting), the following are also required.

- a. Lighting standards shall not exceed twenty-five (25) feet in height.
 - b. Lamp heads shall be fixed at 90 degrees from the light pole.
 - c. Lighting shall be shielded to prevent light spillage into residential areas.
- D. Signage: All office development shall comply with all applicable requirement of Article 26, Signage, Section 7, with the following exception concerning wall signs.

There shall be allowed one (1) attached wall-mounted sign per building with a copy area determined by using the formula of 0.076 times the square footage of the designated front of the building(s). Multiple occupant structure may have multiple signs based on the formula times the square footage of each bay. Office centers with multiple buildings may use the formula on each building. Buildings located on a corner lot may have attached signage facing both roads.

- E. Design:

The intent of this district is to be able to locate office uses close to residential areas without creating additional adverse impacts. The following standards are to be adhered to:

- 1. *Exterior building materials standards:* The use of bare metal-sided buildings is prohibited, unless the walls are coated with stucco or rock veneers.
- 2. *Roof Standards:* Roofs are to be pitched, or appear to be pitched from the street thru architectural design.
- 3. *Colors:* Office structures shall be painted in earth tones or pastels. No garish or bright colors are permitted.

- F. Multi-Building Criteria:

- 1. If more than a single building is located in the project areas, signage, building design and landscaping shall be consistent thru-out the development site
- 2. Single entrances for multiple structures is encouraged.

SECTION 2. RENUMBERING ARTICLES 19 THROUGH 31.

The existing Articles 19 through 31 shall be renumbered as Article 20 through 32.

SECTION 3. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. EFFECTIVE DATE.

This ordinance shall be effective after five (5) days following its publication as required by State law.

PASSED, ADOPTED, SIGNED and APPROVED the 10th day of November, 2016.

CITY SEAL

ATTEST:

Dennis Kintigh, Mayor

Sharon Coll, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 22.

Meeting Date: 10/13/2016

COMMITTEE: Infrastructure

CONTACT: Louis Najar

CHAIR: Jeanine Corn-Best

ACTION REQUESTED:

OMA (Old Municipal Airport) - Consider approval of a concept plan for the installation of a new cell tower northwest of College Blvd. and Montana Avenue. (Best/Morris)

BACKGROUND:

SBA has requested that the City enter into a lease agreement to allow them to install a new cell tower at the NW corner of the ballfield located on the north side of College Blvd., and west of Montana Avenue. No lease amounts or other types of site improvements have been agreed to or proposed at this time.

Staff wants to determine if this concept is acceptable to pursue. Given the expenditure of time and effort by both SBA and City staff, staff wants to determine the potential acceptability of the proposed project to the City Council.

FINANCIAL CONSIDERATION

No financial considerations at this time.

LEGAL REVIEW:

Not at this time.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended approval (4-0) of the proposed concept at their meeting on September 22, 2016.

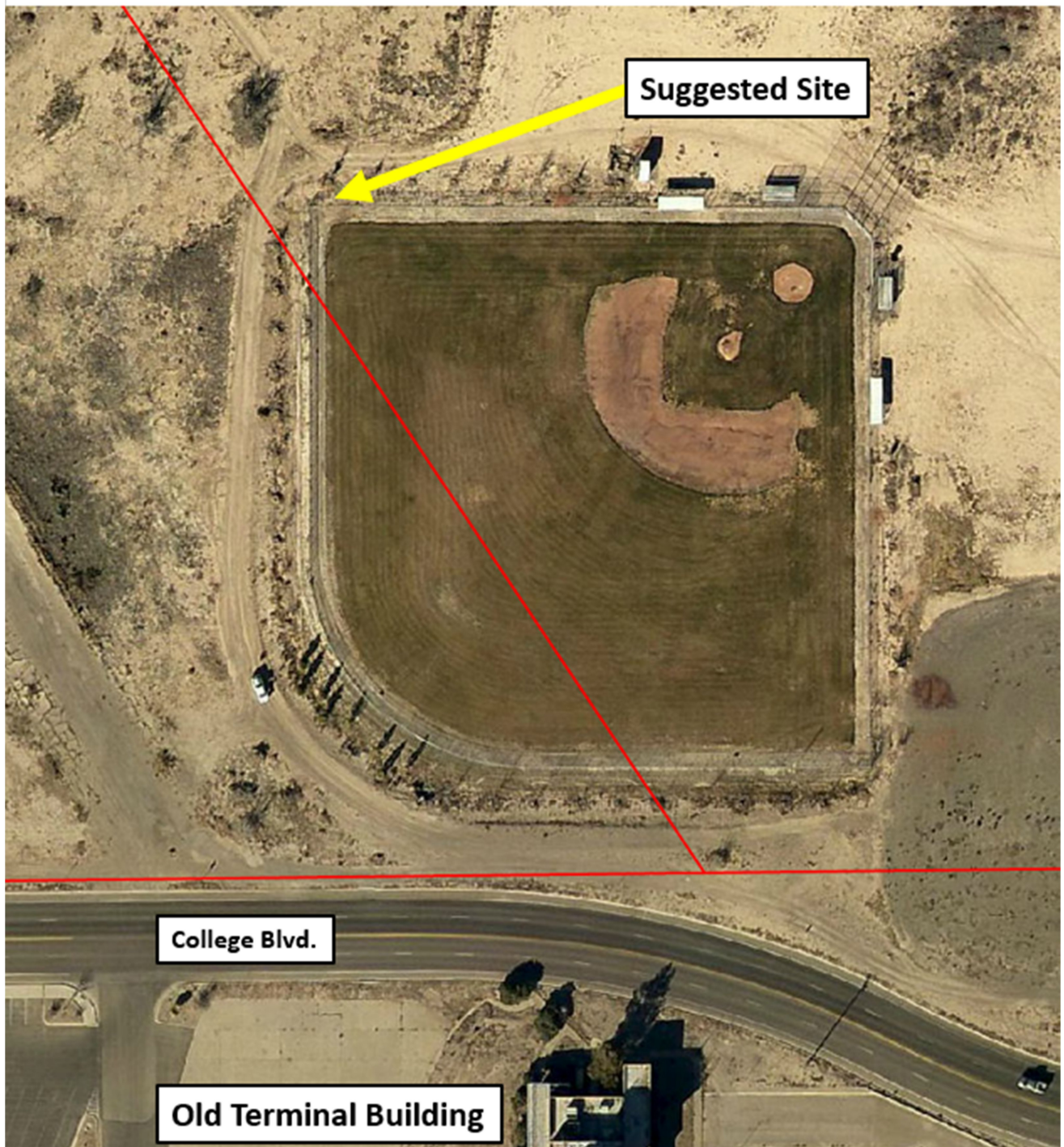
STAFF RECOMMENDATION:

Consider approval of a concept plan for the installation of a new cell tower northwest of College Blvd. and Montana Avenue.

Attachments

OMA Location Cell Tower

Cell Tower Attachment



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 23.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Rod Hogan

CHAIR: N/A

ACTION REQUESTED:

Closed Session - Pursuant to NMSA 1978 § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation referencing Utility Workers Union of America in which the City of Roswell is or may become a participant. (Sanchez/Coll)

BACKGROUND:

Closed Session - Pursuant to NMSA 1978 § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation referencing Utility Workers Union of America.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Consider approval of a closed session pursuant to NMSA 1978 § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation referencing Utility Workers Union of America.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 24.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Rod Hogan

CHAIR: N/A

ACTION REQUESTED:

Closed Session - Pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters regarding an investigation or possible discipline of a public employee. (Sanchez/Coll)

BACKGROUND:

Closed Session - Pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters regarding an investigation or possible discipline of a public employee.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Consider approval of a closed session pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters regarding an investigation or possible discipline of a public employee.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

Item No. 25.

Meeting Date: 10/13/2016

COMMITTEE: N/A

CONTACT: Monica Garcia

CHAIR: N/A

ACTION REQUESTED:

DEPARTMENT REPORTS:

- Gross Receipts Tax
- Roswell Public Library
- Roswell Museum and Art Center
- Animal Control
- Human Resources
- Police Department
- Convention Center
- Lodgers' Tax
- RIAC
- Code Enforcement
- Roswell Convention Center
- Visitor Center
- Fire Department
- Parks and Recreation

BACKGROUND:

Not applicable.

FINANCIAL CONSIDERATION

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

Attachments

Gross Receipts Tax
Roswell Public Library
Roswell Museum and Art Center
Animal Control
Human Resources
Police Department
Convention Center
Lodgers' Tax
RIAC August
Code Enforcement

Roswell Convention Center 1
Roswell Convention Center 2
Roswell Convention Center 3
Visitor's Center
Fire Department
Parks and Recreation

**CITY OF ROSWELL
GROSS RECEIPTS TAX REPORT FY17
SEPTEMBER 2016**

THIS MONTH'S
CHECK

\$2,319,024.87

LAST MONTH'S
CHECK

\$3,264,145.57

THIS MONTH'S
CHECK
1 YEAR AGO

\$2,489,037.09

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$7,392,645.85

2017 FISCAL YEAR
COLLECTIONS TO DATE

\$7,984,375.64

YEAR TO DATE

LAST YEAR (SEPTEMBER 2015)

LAST MONTH (AUGUST 2016)

BUDGETED DECREASE FOR FISCAL YEAR 2017

PERCENT VS BUDGETED AMOUNT

8.00%

-6.83%

-28.95%

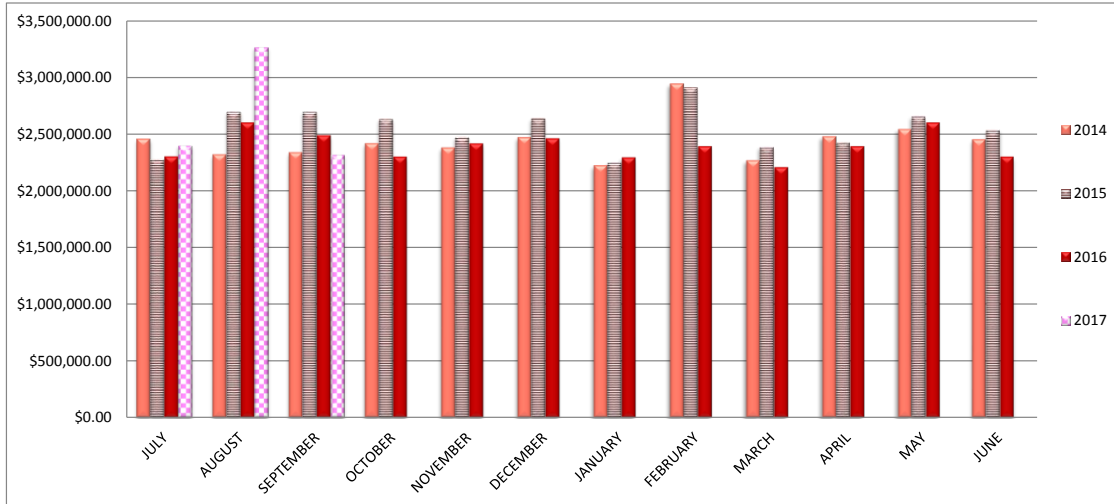
-7.34%

8.98%

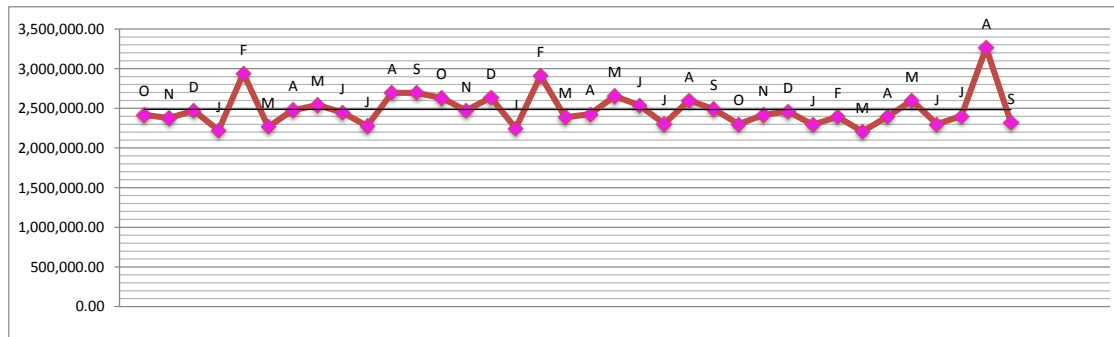
ACTUAL GROSS RECEIPTS TAX RECEIVED

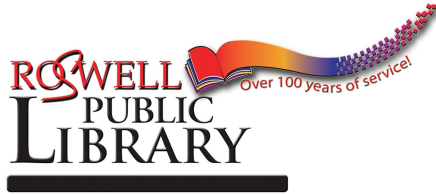
	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017
JULY	\$2,456,299.54	\$2,276,972.79	\$2,302,833.20	\$2,401,205.20
AUGUST	2,317,234.25	2,695,926.14	2,600,775.56	3,264,145.57
SEPTEMBER	2,337,660.35	2,695,359.27	2,489,037.09	2,319,024.87
OCTOBER	2,416,541.63	2,632,327.18	2,300,185.71	
NOVEMBER	2,377,565.87	2,473,024.72	2,416,633.33	
DECEMBER	2,470,059.94	2,637,083.83	2,461,769.31	
JANUARY	2,223,551.93	2,247,478.13	2,293,590.95	
FEBRUARY	2,941,276.82	2,911,146.44	2,391,951.90	
MARCH	2,266,645.09	2,387,102.40	2,208,221.49	
APRIL	2,476,673.68	2,425,986.73	2,392,960.96	
MAY	2,540,623.58	2,653,762.48	2,600,079.99	
JUNE	2,450,030.17	2,536,492.00	2,300,256.25	
TOTAL	\$29,274,162.85	\$30,572,662.11	\$28,758,295.74	\$7,984,375.64

COMPARISON OF ACTUAL RECEIPTS



GROSS RECEIPTS TAX - THREE YEAR TREND





September Report

Building

The city repainted the director's office and touched up the paint in the men's bathroom. Dorsey reapplied the anti-graffiti coating to the worn place in the men's bathroom.

We reported two small roof leaks to Kevin Dillon to have them fix.

Personnel

Meghan Gran (Page I) celebrates 2 years with the Library this Month.

Natasha Yates (Page II) celebrates 4 years with the Library this Month.

Training

Matthew Gormley attended the Slips, Trips & Falls training on September 12th.

Matthew Gormley and Natasha Yates attended the Workplace Stress & Safety training on the September 12th.

Matthew Gormley attending four webinars this month. (PLAmetrics, Bibliotheca + 3M integration, Increasing Reading Rates using Digital, Art of Narrating the Unreal)

Claire Gutierrez attended the webinar Unlocking pop culture to improve your readers' advisory.

Classes, Tours, School Visits, Outreach

Matthew Gormley and Claire Gutierrez gave the Leadership Roswell group a tour of the library on September 9th.

Other

The IT department along with Sirsidynix migrated our Workflows system to Sirsidynix's servers to insure better reliability and easier upgrades.

ROSWELL INTERNATIONAL AIR CENTER
REPORT FOR AUGUST 2016

	This Month	This Month Last Year	This Year To Date	Last Year To Date
AIRPORT OPERATIONS:				
Number of Aircraft Operations:	2,320	2,511	26,004	28,645
Passenger Boardings:	4,525	3,151	28,419	23,136
REVENUES:				
Flow Fee	\$3,119	\$3,891	\$37,416	\$31,993
Landing Fees	\$4,009	\$2,872	\$14,108	\$16,589
Parking Fees	\$63,446	\$57,273	\$492,392	\$399,636
Totals:	\$70,574	\$64,036	\$543,916	\$448,218

Scott A. Stark, Manager
Roswell International Air Center

Prepared by: Walt Ramirez
September 28, 2016

ROSWELL POLICE DEPARTMENT
ANIMAL CONTROL
September of 2016

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
ANIMAL INTAKE					
<i>Dogs</i>	234	316	2181	2647	-17.60%
<i>Cats</i>	205	216	1512	1799	-15.95%
<i>Other</i>	1	11	19	48	-60.42%
<i>Returns</i>	2	1	20	35	-42.86%
INTAKE TOTAL	442	544	3732	4529	-17.60%

ADOPTIONS					
<i>Private Adoptions</i>	31	96	471	751	-37.28%
<i>Dogs</i>	24	68	393	559	-29.70%
<i>Cats</i>	7	22	67	182	-63.19%
<i>Other</i>	0	6	12	10	20.00%
<i>Roswell Humane Society Adoptions</i>	5	2	37	155	-76.13%
<i>Dogs</i>	5	2	33	138	-76.09%
<i>Cats</i>	0	0	4	17	-76.47%
<i>Other</i>	0	0	0	0	0.00%
<i>Rescue Adoptions</i>	142	164	1342	1472	-8.83%
<i>Dogs</i>	110	112	980	935	4.81%
<i>Cats</i>	32	52	362	536	-32.46%
<i>Other</i>	0	0	0	1	-100.00%
ADOPTIONS TOTAL	178	262	1850	2378	-22.20%

RECLAIMS					
<i>Dogs</i>	52	84	542	680	-20.29%
<i>Cats</i>	3	0	29	13	123.08%
<i>Other</i>	0	0	4	2	100.00%
RECLAIMS TOTAL	55	84	575	695	-17.27%

EUTHANASIA					
<i>Dogs</i>	30	27	214	320	-33.13%
<i>Cats</i>	41	19	174	196	-11.22%
<i>Feral Cats</i>	69	63	538	487	10.47%
<i>Feral Kittens</i>	33	65	291	393	-25.95%
<i>Other</i>	1	4	4	27	-85.19%
EUTHANASIA TOTAL	174	178	1221	1423	-14.20%

MISC DISPOSTION (Dead, Stolen, Missing)	3	0	10	0	0.00%
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ALL OTHER					
<i>DOA</i>	55	41	444	539	-17.63%
<i>DOA Vet</i>	4	19	97	261	-62.84%
<i>Dog Bites</i>	6	11	42	57	-26.32%
<i>Cat Bites</i>	0	0	3	13	-76.92%

TOTAL CALLS	1,044	1,106	8,788	9,015	-2.52%
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Prepared by Georgia Davey

3-Oct-16

Philip Smith, Chief of Police

City of Roswell, NM
Personnel Changes for the Month of
SEPTEMBER 2016

Status Legend

RFT - Regular Full-Time

RPT - Regular Part-Time

TFT - Temporary Full-Time

PFT - Probationary Full-Time

PPT - Probationary Part-Time

TPT - Temporary Part-Time

NEW HIRE				
Date	Name	Position	Department	Status
9/6/16	Fierro, Jaime D.	W & S Maintenance Worker	Water	PFT
9/6/16	Gomez, Jose A.	W & S Maintenance Worker	Water	PFT
9/9/16	Nevarez, Brenda J.	Police Service Aide	Police	PPT
9/9/16	Quintero, Cory O.	Water Meter Reader	Water/Customer Service	PFT
9/16/16	Holloman, Aaron S.	City Attorney	Administration	PFT
9/16/16	Mendoza, Mary I.	Office Assistant (PT)	Parks/Zoo	PPT
9/16/16	Reese, Trevis T.	Police Recruit	Police	PFT
9/16/16	Huitron, Cesar	Recreation Aide (PT)	Recreation	PPT
9/19/16	Jennings, Juanita N.	Public Relations Director	Public Relations	PFT
9/26/16	Stark-Rankins, Elizabeth	Director of Admin. Services	Administration	PFT
9/30/16	Russell, Deanne K.	Accounts Payable Assistant	Finance Administration	PFT

TRANSFER/PROMOTION/DEMOTION				
Date	Name	Position	Department	Status
9/2/16	Gokey, Jonathan F.	Police Officer to Police Sergeant	Police	RFT
9/2/16	Sanchez, Phillip J.	Automated Collections Operator to Collections Route Supervisor	Solid Waste	RFT
9/2/16	Talamantes, Jesus M.	Water Production Operator to Water Production Operator Lead	Water/Central Control	RFT
9/2/16	Valencia, Diana E.	Police Recruit to Police Officer	Police	RFT
9/16/16	Taylor, Michael L.	Police Sergeant to Police Commander	Fire	RFT
9/16/16	Brooks, Sharene	Administrative Assistant to Employee Benefits Specialist	Human Resources	RFT
9/16/16	Etter, Gregory L.	W & S Maintenance Worker Sr. to W & S Lines Supervisor	Water	RFT

EXIT				
Date	Name	Position	Department	Status
9/6/16	Phillips, Jonathan C.	Interim City Manager	Administration	RFT
9/13/16	Soens, Alanna	Emergency Comm. Dispatcher	Consolidated Dispatch	PFT
9/16/16	Stevens, Alan L.	Police Commander	Police	RFT
9/20/16	Cobb, Nathan E.	Employee Benefits Specialist	Human Resources	RFT
9/23/16	Huit, Laureta M.	Museum Registrar	Museum	RFT
9/30/16	Stephens, Jonathan P.	Building Inspector	Code Enforcement	RFT
9/30/16	Williams, Shirley J.	Recreation Leader Sr.	Recreation	RFT

RETIREMENT				
Date	Name	Position	Department	Status
9/30/16	Greene, Jerry	Automated Collection Operator	Solid Waste	RFT
9/30/16	Gutierrez, Christopher J.	Fire Apparatus Operator	Fire	RFT

ROSWELL POLICE DEPARTMENT
MONTHLY REPORT
September of 2016

CRIMES AGAINST PERSONS	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
<i>Murder*</i>	-1	0	10	6	66.67%
<i>**Justifiable Homicide</i>	0	0	0	0	0.00%
<i>Criminal Sexual Penetration</i>	0	3	13	21	-38.10%
<i>Robbery</i>	1	4	26	31	-16.13%
<i>Assault</i>	22	7	141	169	-16.57%
<i>Minors-Sexual Penetration</i>	3	2	18	12	50.00%
<i>Minors-Sexual Contact</i>	1	3	23	20	15.00%
<i>Child Abuse</i>	9	5	56	37	51.35%
<i>Crimes Against Persons (Non-Violent)*</i>	144	149	1274	1161	9.73%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	39	39	339	378	-10.32%
<i>Domestic Violence-Verbal</i>	50	37	494	452	9.29%

PROPERTY CRIMES					
<i>Burglary</i>	43	50	284	456	-37.72%
<i>Larceny</i>	161	137	1189	1343	-11.47%
<i>Motor Vehicle Theft</i>	11	8	81	81	0.00%
<i>Criminal Damage</i>	60	55	518	489	5.93%
<i>Graffiti</i>	1	3	43	55	-21.82%
<i>All Other Crimes Against Property**</i>	40	38	327	317	3.15%

DWI	13	15	116	102	13.73%
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PERSONS ARRESTED	564	518	5752	4548	26.47%
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TRAFFIC REPORT					
<i>Fatal Accidents</i>	1	0	1	3	-66.67%
<i>Injury Accidents</i>	24	15	225	213	5.63%
<i>Property Damage Only</i>	141	140	1196	1134	5.47%
<i>Traffic Citations</i>	1,234	951	9,382	10,140	-7.48%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	2,875	2,443	22,158	25,059	-11.58%
<i>Calls for Service</i>	3,206	3,139	28,193	27,125	3.94%

*Less Justifiable Homicide ie: self defense, officer involved shootings, etc. **The two numbers combined will reflect the homicide totals shown in Part I Crimes.

Philip Smith, Chief of Police

Prepared by Georgia Davey
3-Oct-16

CITY OF ROSWELL

CONVENTION CENTER ROOM FEE - FY17

SEPTEMBER 2016

FY17 THIS MONTH'S
REVENUE & ROOM
TOTALS

\$52,757.50
21,103

FY16 LAST MONTH'S
REVENUE & ROOM
TOTALS

\$57,517.50
23,007

FY17 THIS MONTH'S
REVENUE & ROOM
1 YEAR AGO / TOTALS

\$50,712.50
20285

2016 FISCAL YEAR
COLLECTIONS TO DATE

\$165,210.00

ESTIMATED
PENDING
FY16 & FY17
COLLECTIONS

\$22,207.50

2017 FISCAL YEAR
COLLECTIONS TO DATE

\$163,612.50

YEAR TO DATE

-0.97%

LAST YEAR (SEPTEMBER 2015)

4.03%

LAST MONTH (AUGUST 2016)

-8.28%

BUDGETED DIFFERENCE FROM FISCAL YEAR 2016 ACTUAL

-5.39%

ACTUAL CONVENTION CENTER FEES RECEIVED

	Rooms FY14	Fiscal 2014	Rooms FY15	Fiscal 2015	Rooms FY16	Fiscal 2016	Rooms FY17	Fiscal 2017
JULY		\$0.00	23,846	\$59,614.50	20,826	\$52,065.00	21,335	\$53,337.50
AUGUST		0.00	28,087	70,219.00	24,973	62,432.50	23,007	57,517.50
SEPTEMBER		0.00	23,650	59,124.00	20,285	50,712.50	21,103	52,757.50
OCTOBER		0.00	23,817	59,542.50	22,020	55,050.00		
NOVEMBER		0.00	25,024	62,560.00	19,578	48,945.00		
DECEMBER	19156	47,890.00	18,502	46,230.00	14,957	37,392.50		
JANUARY	18390	45,975.00	19,587	48,992.50	15,765	39,412.50		
FEBRUARY	18842	47,105.00	21,171	52,927.50	16,609	41,522.50		
MARCH	21489	53,722.50	20,003	50,007.50	18,290	45,725.00		
APRIL	22540	56,350.00	22,885	57,212.50	19,700	49,250.00		
MAY	19610	49,025.00	20,539	51,347.50	35,123	87,807.50		
JUNE	22784	56,960.00	22,643	56,607.50	20,350	50,874.50		

\$357,027.50

\$674,385.00

\$621,189.50

\$163,612.50

FY 2014 ROOM TOTAL

142811

FY 2015 ROOM TOTAL

269754

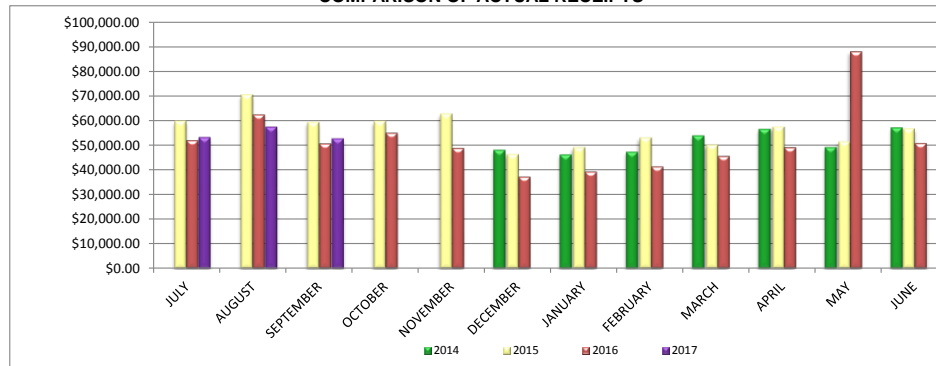
FY 2016 ROOM TOTAL

248476

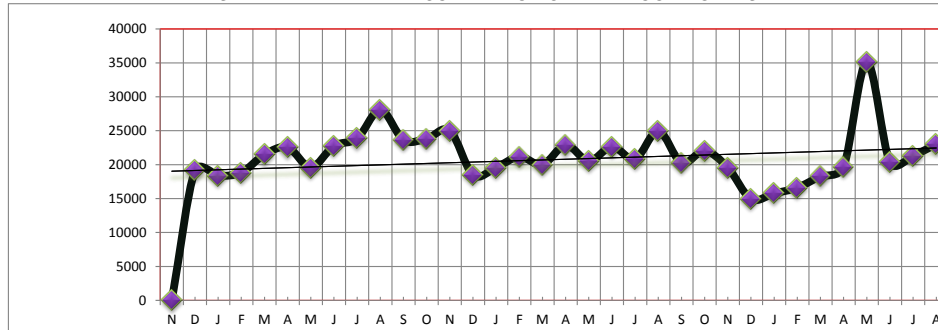
FY 2017 ROOM TOTAL

65445

COMPARISON OF ACTUAL RECEIPTS



1ST- 4TH YEAR TREND - CONVENTION CENTER ROOM TOTALS

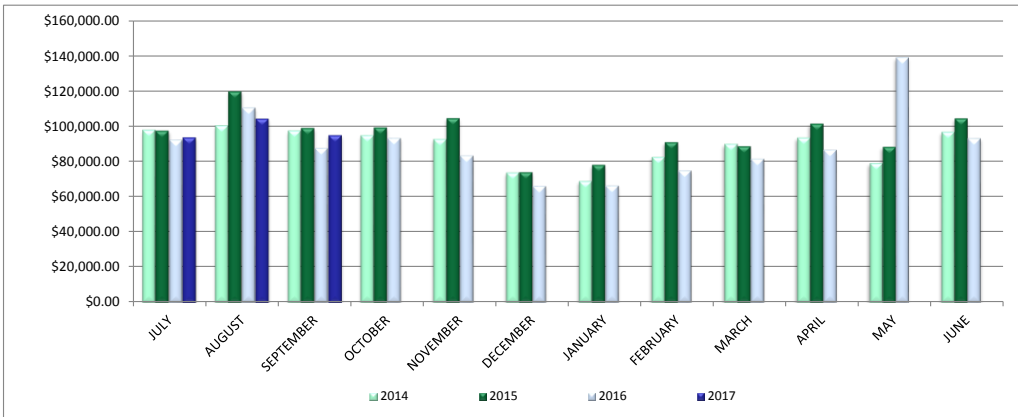


**CITY OF ROSWELL
LODGERS' TAX REPORT - FY 17
SEPTEMBER 2016**

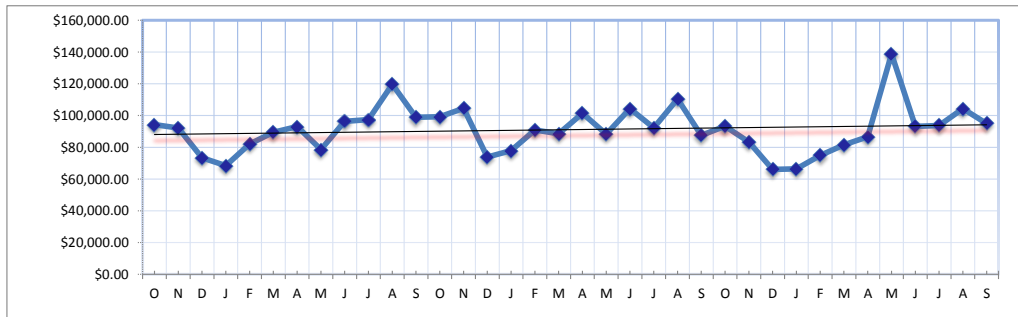
THIS MONTH'S TAXES RECEIVED	LAST MONTH'S TAXES RECEIVED	THIS MONTH'S TAXES RECEIVED 1 YEAR AGO
\$94,960.13	\$104,338.88	\$87,548.09
2016 FISCAL YEAR COLLECTIONS TO DATE	ESTIMATED PENDING FY16 & FY17 COLLECTIONS	2017 FISCAL YEAR COLLECTIONS TO DATE
\$290,242.47	\$33,660.50	\$292,992.69
YEAR TO DATE		0.95%
LAST YEAR (SEPTEMBER 2015)		8.47%
LAST MONTH (AUGUST 2016)		-8.99%
BUDGETED DIFFERENCE FROM FISCAL YEAR 2016 ACTUAL		-5.32%

	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017
JULY	\$97,457.04	\$97,411.08	\$92,243.43	\$93,693.68
AUGUST	99,919.54	119,690.78	110,450.95	104,338.88
SEPTEMBER	97,009.21	98,916.48	87,548.09	94,960.13
OCTOBER	94,330.06	99,236.39	93,266.12	
NOVEMBER	92,167.32	104,505.66	83,360.96	
DECEMBER	73,349.46	73,815.42	66,075.55	
JANUARY	68,455.83	77,958.32	66,389.60	
FEBRUARY	82,128.65	90,900.30	74,869.10	
MARCH	89,411.65	88,540.91	81,500.76	
APRIL	93,015.35	101,407.00	86,566.72	
MAY	78,592.18	88,272.53	138,810.45	
JUNE	96,268.38	104,358.62	93,103.46	
	\$1,062,104.67	\$1,145,013.49	\$1,074,185.19	\$292,992.69

COMPARISON OF ACTUAL RECEIPTS



LODGERS' TAX - THREE YEAR TREND



Penalties & Interest Collected NOT included in above Totals as of FY17

\$0.00

AUGUST 2016'S EVENTS:

Cory Morrow, Michael Martin Murphy, El Paso Brass Band Dinner & Show (Liberty events). RAC Saturday Night Dances, 30th Annual Super Kids Triathlon, Free Summer Movies, Safe Coalition National Night Out in Target parking lot, Mike Pence rally at Pearson Auditorium, American Airlines fly in, Oil and Gas Golf Tournament at Nancy Lopez, **Historical Society Heritage Dinner, Oil and Gas Rally prior to BLM Lease sale, Alien Open Dart Tournament, Farm Credit of NM Appreciation, No paid in part by Lodgers' Tax events.**

EVENTS PAID IN PART BY LODGERS' TAX INDICATED IN **BLUE**, CONVENTION CENTER EVENTS IN **GREEN**

ROSWELL INTERNATIONAL AIR CENTER
REPORT FOR AUGUST 2016

	This Month	This Month Last Year	This Year To Date	Last Year To Date
AIRPORT OPERATIONS:				
Number of Aircraft Operations:	2,320	2,511	26,004	28,645
Passenger Boardings:	4,525	3,151	28,419	23,136
REVENUES:				
Flow Fee	\$3,119	\$3,891	\$37,416	\$31,993
Landing Fees	\$4,009	\$2,872	\$14,108	\$16,589
Parking Fees	\$63,446	\$57,273	\$492,392	\$399,636
Totals:	\$70,574	\$64,036	\$543,916	\$448,218

Scott A. Stark, Manager
Roswell International Air Center

Prepared by: Walt Ramirez
September 28, 2016

CITY OF ROSWELL
CODE ENFORCEMENT DEPARTMENT
Month: September 2016

CODE ENFORCEMENT	This Month	This Month 2015	YTD*	2015 YTD*
Notices Mailed	698	593	2,027	1,954
Voluntary Compliance	439	347	1,158	1,236
No. of Cases Filed	27	13	68	72
No. Cases Dismissed	1	0	6	1
Resolution	85	50	215	227
Cleaned by City	52	31	119	143
Weeds	532	329	1,341	1,192
Inoperable Vehicles	26	15	113	64
Litter	33	57	176	145
Unsanitary Premises	39	56	185	143
Signs	18	40	33	140
Zoning	1	7	6	14
Obstructions	18	13	65	35
Public Nuisances	28	25	80	71
Garage Sales No permit	1	30	1	115

BUSINESS LICENSES	This Month	This Month 2015	YTD*	2015 YTD*
Total Licenses Issued	358	234	725	474
Renewed Licenses	315	199	598	349
New Licenses	33	19	84	79
Temporary Permits Issued	7	16	40	46
Receipts	\$14,485	\$9,989	\$28,144	\$19,727

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
New Construction	3		4		18		16	
All Other Construction	69		46		194		145	
Total Permits Issued	72		50		212		161	
Total Active Permits	483		412		***		***	
Current Valuation	\$2,745,262		\$2,347,854		\$10,381,969		\$10,247,705	
Total Fees Collected	\$25,976		\$21,207		\$88,474		\$74,667	

PLUMBING INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Plumbing & Gas Permits--New	8	\$1,276.75	14	\$1,039	53	\$3,788.25	42	\$3,529
Plumbing & Gas Permits—Misc.	26	\$1,189.75	20	\$976	101	\$4,756.50	94	\$4,515.25
Gas Line Inspections	18	\$549.00	16	\$496.50	46	\$1,414.35	63	\$2120.50
Totals	52	\$3,015.50	50	\$2,511.50	200	\$9,959.10	199	\$10,164.75

ELECTRICAL INSPECTIONS	This Month		This Month 2015		YTD*		2015 YTD*	
Electric Permits--New	5	\$660	2	\$405	173	\$2,115	14	\$2,265
Electric Permits—Misc.	60	\$3,010	23	\$1,590	124	\$6,907	209	\$9,570
Service Change	16	\$565	16	\$565	33	\$1,210	44	\$1,665
Totals	81	\$4,235	41	\$2,560	330	\$10,252	267	\$13,500

*Figures calculated to reflect FYTD

Signed: _____

C: CE monthly September 2016.docx



	*Set-up/Tear Down days included in this number								
			* Event	Portion of Facility	Approx.		Monthly		Y-T-D
Date	Event	Description	Days	Rented Out	Attendees		Revenue		Revenue
9/1/2016	BLM Auction	Auction	1	Whole Facility	175		\$325.00		\$8,716.26
9/2-6/2016	Romero Wedding	Banquet	3	Exhibit Hall	330		\$700.00		\$9,041.26
9/8/2016	Roswell Rally for Recovery	Health Summit	1	Exhibit Hall	280		\$0.00		\$9,741.26
9/10/2016	Heroe's Banquet	Banquet	1	Exhibit Hall	300		\$0.00		\$9,741.26
9/12/2016	Fun, Fit, Family Night	Health Summit	1	Exhibit Hall	650		\$250.00		\$9,741.26
9/13-17/2016	Pecos Valley Quilt Show	Trade Show	5	Whole Facility	980		\$901.25		\$9,991.26
9/14/2016	Roswell CC Kickoff	Meeting	1	Will Rogers	8		\$0.00		\$10,892.51
9/17/2016	Farmer's Market	Outdoor Market	1	West Parking Lot	1,000		\$0.00		\$10,892.51
9/23-24/2016	Chile Cheese Festival	Festival	2	Lobby/Outside	3,300		\$100.00		\$10,892.51
9/28/2016	City Benefits Fair	Health Summit	1	E. 1/2 Ex.Hall/N.Lopez/J.Chisum	83		\$0.00		\$10,992.51
9/30/2016	Gem & Mineral Show S/U	Trade Show	1	Exhibit Hall / Lobby	25		\$100.00		\$10,992.51
Total			18	Total	7,131	Total	\$2,376.25	Total	\$11,092.51
		Sep-15	16		7,255		\$2,462.50		
		Difference	2		-124		-\$86.25		
		Percentage	13%		-2%		-4%		
		Waived Fees							
	*Difference due to deposits being included in 2015 revenue.								
Comments:	<ul style="list-style-type: none"> • BLM Auction - The event went great and the event holders said that they couldn't thank us enough for our help. • Romero Wedding - Event holder said everything was good. They thanked us for all our help and hard work. • Roswell Rally for Recovery- Event holder was very pleased he said it was a pleasure to work with all RCCC staff. • Fun, Fit, Family Night - Everything went excellent! The event holder also said that they had a great turn out and those that attended enjoyed themselves. • Pecos Valley Quilt Show - The event holder said that she was pleased with the event and the attendance they had. • Chile Cheese Festival- The event holder said was busy,lots of people overall real good. 								



GOALS/ACTIVITY AND MONTHLY MAINTENANCE REPORT

SEPTEMBER, 2016

Facilities Maintenance

Due to the number and type of events held this month we had to do an extensive stain removal and carpet cleaning of the exhibit hall one month ahead of schedule. The restrooms in the Lobby on the east side had to be cleaned and sanitized on September 26th due to heavy usage. Maintenance Staff has been working with Culligan Water on repairs to our large water softer which is used to soften all the water used in the kitchen. The kitchen floor tiles and appliances were sanitizer and chemical washed in June. All the water purification filters for the kitchen and concession stand were replaced in August. Staff constantly stays busy with the events, maintenance, cleaning, and repairs needed at the Center.

Exterior Repair and Maintenance

Staff worked on power washing the walls and sidewalks on the entire west side of the facility. Orlando from Facilities Maintenance started painting the (exterior) east side of the building on June 21st and will continue to paint in between events. Orlando will also get a paint match of the existing color.

Floors and Carpet

The tile and grout in all the entry ways and lobby were chemically washed and cleaned on June the 9th. The Exhibit Hall carpets were shampooed and scotch guarded on September 26th. The kitchen floor tiles were sanitized and washed on June 13th. The carpets in the Classrooms, East Hall Way and Front Offices were shampooed and scotch guarded on June 13th as well. Due to all the wear and tear during the year this is done once a year to keep a nice clean appearance. The cleaning, washing and sanitizing of the tile floors in the center are scheduled on a quarterly basis. Staff keeps up with the spot cleaning as well as stain removal of the tile and carpets in the entire facility before and after events.

Restrooms

The tile floors in all the rest rooms were chemically washed and cleaned on June 20th. Staff and Facilities Maintenance are staying on top of the drains in the Concession Stand and the sewer lines in the ladies restroom on the west side of the lobby. Hoping to eliminate the odor we have been dealing with on the north side of the lobby on windy days.

Fire Alarm System

Old Guard LLC preformed their quarterly test on June 29th with no problems. Inspection and testing of the fire alarm system has per NFPA and the Office of the Fire Marshal. Testing is done on a quarterly basis and the next test is scheduled for October.

GOALS /ACTIVITY AND MONTHLY MAINTENANCE REPORT SEPTEMBER, 2016

Visitors Center

For the month of September, Visitors were directed to the attraction in town and all the public events and festivals that happened this month. The Visitors Center has given out the Tourism Council Points of Interest Maps to the hotels and visitors that come into the Visitors Center. We continue to promote all the events and festivities in Roswell on the Portales radio every Thursday. Our new Roswell Visitors Center website continues to be updated with upcoming events and we are updating our Facebook and Marquee every day to bring more attention to the events and festivities in town. The Visitors Center will be sending out Roswell Visitors Guide Brochures to different cities in and out of state.

Staff

The Events Receptionists Staff updated the list of prohibited items used to decorate to insert in the rental packets. The RCCC portion of the new city website as well as Facebook are constantly updated to keep the public informed of upcoming events. The event receptionist continue to work on the event files for the month of October, November and December. We continue to give tours of the facility to new and potential event holders. During the month of September, 2016 the Roswell Convention & Civic Center accommodated a total of 18 events days. Some of the events this month were the BLM Auction, Roswell Rally for Recovery, Fun Fit Family Night, Pecos Valley Quilt Show and the Chile Cheese Festival. The events held this month had an estimated of 7,131 guest.

Grounds Maintenance

Convention Center Staff continues to maintain the lawns and parking lot for the Convention Center and Museum along with cleaning under and around all the shrubs and in the parking lot and picking up trash in the spring river on the west side and next to the museum. Staff also maintains the Spring River between the Convention Center and the Museum cleaning and removing weeds and trash.

Museum Ground Maintenance

The Convention Center Staff continues to maintain the lawn at Museum. Replaced sprinkler heads and valves in preparations for the upcoming events at the Museum. Convention Center Staff has also been working on the flower beds and plants on the south side of the Museum as time allows.



MONTHLY EXPENSE REPORT

SEPTEMBER , 2016

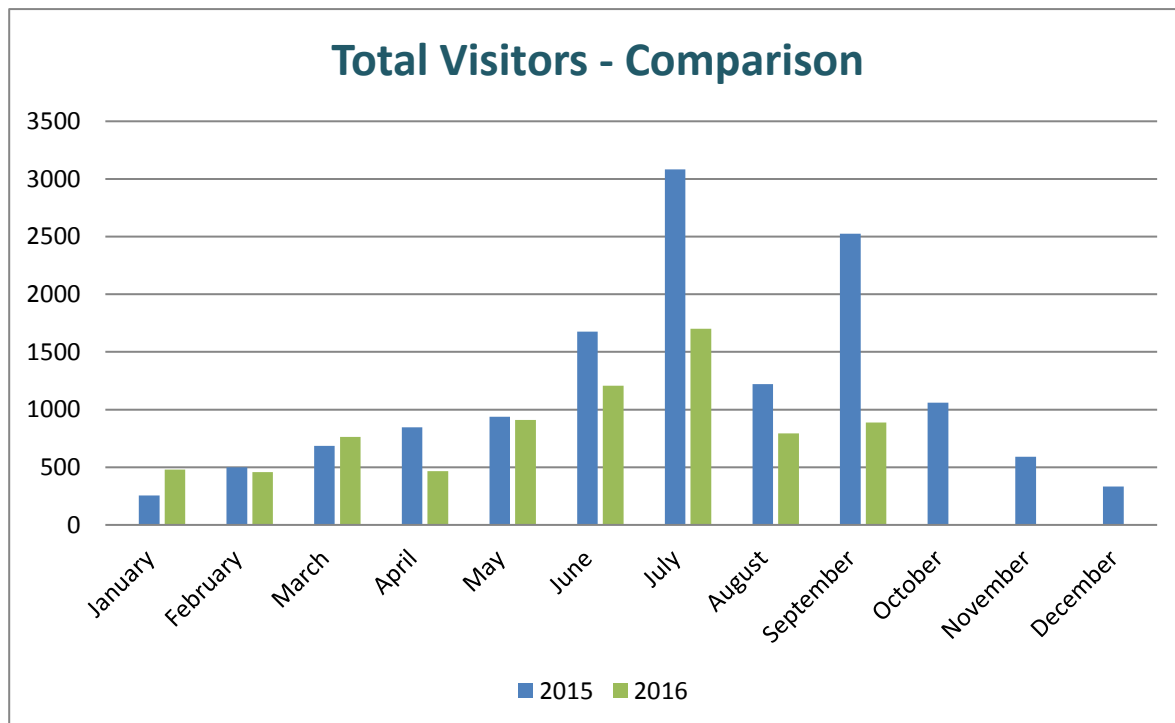
CURRENT				
Date	Vendor	Item	PO	Amount
9/1/2016	UniFirst	Service	Open	\$80.13
9/1/2016	Westlake	Box Fans	A89267	\$91.96
9/7/2016	Farmer Brothers	Coffee Supplies	170915	\$9.46
9/7/2016	Farmer Brothers	Coffee Supplies	170915	\$137.51
9/7/2016	Office Depot	DVDRS	A89268	\$92.88
9/7/2016	Desert Security	Alarm Repairs	170924	\$101.88
9/8/2016	UniFirst	Service	Open	\$30.28
9/15/2016	CRM Discount Awards	Polos	A89266	<u>\$94.00</u>
9/15/2016	Cash & Carry	Stam Table Pan	A89269	\$19.95
9/15/2016	UniFirst	Service	Open	\$65.94
9/21/2016	Swisher	Power Detergent	171071	\$264.31
9/20/2016	Carpet Clinic	Ex Hall Shampooing	170971	\$1,499.00
9/23/2016	Cintas	First Sid	171099	\$125.68
9/23/2016	UniFirst	Service	Open	\$30.28
9/29/2016	UniFirst	Service	Open	\$79.27
Current Total:				\$2,722.53

Pending				
Date	Vendor	Item	PO	Amount
Pending:				\$0.00

Roswell Visitor Center
Monthly Report
September 2016

	September		Comparison	
	2016	2015	2016YTD	2015YTD
Roswell & 200 mile Radius	45	226	287	744
New Mexico Visitors (not including Roswell Area)	45	384	674	1385
US Visitors (not including New Mexico)	690	1623	5904	9432
Foreign Visitors	75	235	802	1715
Unknown	32	56	155	427
Totals Visitors	887	2524	7667	13706

2016 YTD Comparison: January through September



City of Roswell Fire Department Chief's Report



To: City Council

From: Chief Devin Graham

Date: October 5, 2016

Ref: Department Report – January 1 to October 5 - 2016

Total Calls for Service – 6,737

Emergency Medical Services Division – Total Activities - 6025

CARDIAC ARRESTS – 46

Cardiac Arrest Saves – 12

Fire Services – Total Activities 712

Structure Fires – 35

False Alarms – 272

Aircraft Fires - 1

Vehicle Fires – 20

Grass Fires – 74

Natural Gas/Propane Leaks - 34

Dumpster – 28

EOD – 2

Other – 245

Fire Related Rescues - 1

Fire Marshal's Division

General Inspections - 937

Fire Investigations – 49

Plans Reviews – 22

Public Fire Extinguisher Training Classes – 12

TRAINING DIVISION

Training Hours 2016 – 9357

STAFFING AND RECRUITING

Nine current shift vacancies with one additional vacancy projected due to retirement at the end of October.

Recruit academy will resume on October 14th with 10 firefighter recruits.

PARKS & RECREATION DEPARTMENT
September 2016

PARKS

Total department acreage	627.2
Parks-acres in inventory	486.2
Recreation Trails	11.2 miles
Full time Employees	16
Temporaries/FTE	4/2

Maintenance

- Checking and repairing irrigation.
- Mowing and spraying for weeds.

Specifics

- The parks crew have been renovating the train track, straightening the rails, replacing ties and adding new rock to support the track.
- Installed new park signs at Loveless Park and Littell Crossing sign at Enchanted Lands.
- Installed new benches at Poe Corn Park and the Bert Murphy Family Splash Pad.
- Finished repairs on the irrigation and installed a new water fountain in Cahoon Park
- Cleaned out the Sunken Garden

Submitted by: Jim Burress, Parks and Grounds Manager
Approved by: Tim Williams, Parks and Recreation Director

SOUTH PARK CEMETERY

Number of casket burials	17
Number of cremation burials	10
Veteran's Cemetery casket burials	1
Veteran's Cemetery cremation burials	2
Acres in inventory	210
Full-time employees (FTE) equivalent	7
Total Revenue for September 2016	\$24,950

Maintenance

- Dug, set-up, covered and tamped for 30 services during the month.
- Mowing of entire Cemetery (92 different blocks) due to consistent rain early in the month causing an excessive amount of grass.
- Cemetery crew installed four (4) 18,000 lbs. columbariums at the General Douglas McBride Veteran's Cemetery
- Began aeration schedule to relieve soil compaction and increase water and oxygen absorption.

Specifics

- Conducted a total of 30 services for the month of September.

Submitted by: Ruben Esquevel, South Park Cemetery Supervisor
Daisy Diaz, Administrative Assistant
Approved by: Tim Williams, Parks and Recreation Director

NANCY LOPEZ GOLF COURSE AT SPRING RIVER

Total Department Acreage	144
Trees	2200
Full Time Employees (FTE) equivalent	6
Temporaries/Full Time Equivalent	2.5
Total Revenue for September 2016	TBD

Maintenance

- The greens were aerated and top dressed with sand and porous ceramic on the 19th and 20th of September. They are healing up very nicely and should be in excellent condition about mid-October.

Program/Events

- The golf course received approximately 2 inches of rain for the month.
- The big cottonwood tree on the 14 green was struck by lightning with no significant damage

	Fiscal 2014		Fiscal 2015		Fiscal 2016		Fiscal 2017
Jul-13	\$ 38,599.57	Jul-14	\$ 35,771.17	Jul-15	\$27,319.31	Jul-16	27,912.34
Aug-13	\$ 38,663.39	Aug-14	\$ 32,397.36	Aug-15	\$30,121.17	Aug-16	TBD
Sep-13	\$ 27,130.34	Sep-14	\$ 29,156.11	Sep-15	\$23,038.93	Sep-16	TBD
Oct-13	\$ 26,798.86	Oct-14	\$ 21,767.51	Oct-15	\$19,887.05	Oct-16	
Nov-13	\$ 18,958.67	Nov-14	\$ 17,478.31	Nov-15	\$ 9,154.14	Nov-16	
Dec-13	\$ 16,326.58	Dec-14	\$ 14,889.77	Dec-15	\$11,937.33	Dec-16	
Jan-14	\$ 14,997.19	Jan-15	\$ 10,783.17	Jan-16	\$ 7,497.84	Jan-17	
Feb-14	\$ 23,466.23	Feb-15	\$ 19,359.64	Feb-16	\$27,701.36	Feb-17	
Mar-14	\$ 31,675.38	Mar-15	\$ 29,775.47	Mar-16	\$26,368.65	Mar-17	
Apr-14	\$ 29,449.28	Apr-15	\$ 31,859.04	Apr-16	\$29,456.44	Apr-17	
May-14	\$ 41,017.27	May-15	\$ 46,982.97	May-16	\$35,046.29	May-17	
Jun-14	\$ 33,480.25	Jun-15	\$ 35,759.57	Jun-16	\$29,013.64	June-17	
	\$340,563.01		\$325,980.09		\$276,542.15		

Submitted by: David Blewitt, Golf Course Superintendent

Approved by: Tim Williams, Parks and Recreation Director

SPRING RIVER PARK & ZOO

Number of Animal Specimens	295
Number of Animal Species	66
Estimated Zoo Attendance	6,842
Community Outreach/Education	1,184
Revenues	\$1,961

Specifics

- Educational outreach programs for September reached over one thousand children and adults, including a rest home talk and public bird of prey talk at the Dragonfly festival.
- The two young Coati purchased in July are temporarily on display in the children's area until they get a little larger. They will then go on permanent display next to the Bobcat.
- We also put a young imprinted Gray Fox on display with the older resident Gray Foxes.
- Sadly we lost one of the Mule Deer to old age, she was thirteen years old!

Maintenance

- The parks crew have been renovating the train track, straightening the rails, replacing ties and adding new rock to support the track.
- The zoo and ground crews have aerated and fertilized the playground and adjacent grass areas in the zoo.
- The zoo and ground crews have replaced broken sprinklers in Loveless Park as well as in the zoo.

Program/Events

- The zoo concession and rides closed for the season September 11 and will re-open Easter weekend as usual.
- Moving forward with construction for the Roswell Christmas Railway event

Submitted by: Marge Woods, Interim Zoo Superintendent

Approved by: Tim Williams, Parks and Recreation Director

RECREATION

Roswell Adult Center estimated attendance	6,158
Special Programs/Co Sponsorships estimated attendance	7,300
Roswell Recreation Programming estimated attendance	888

Revenues

Roswell Recreation Center

Volleyball	\$171
Youth Fees	\$4,195
Admissions	\$372
Total	\$4,840

Roswell Adult Center

Concession	\$0
Classes	\$1,505
Rentals	\$1,991
Admission	\$3,496

Specifics

- Youth Volleyball games wrapping up at Calvary Baptist Church and Basketball League Age group 5-8 yrs being put together
- Sports/Leagues: Tennis clinic had 30 in attendance and the Turtle Marathon had 250 registered. Bob Edwards, Race Director will be retiring after this race.
- Roswell Adult Center classes started and rentals/dances are keeping the facility busy
- Special Programs: Dragon Fly Festival, Tennis Clinic, Pinatafest, Chili Cheese, Labor Day Concert, John Denver Tribute, First Friday Mainstreet, Children's Miracle Network
Roswell Parks & Recreation received 10 awards at the NMRPA Annual Meeting

Maintenance

- Calls made into facility maintenance for various small repairs. Water heater needs to be repaired, door repair, leaks and a door for the restroom
- Single custodian has been cleaning the Recreation Center, zoo, parks maintenance shop, parks & recreation office, golf course and cemetery
- Special Programs: Repairs called in on mobile stage

Program/Events

- Roswell Recreation Center: Youth Basketball League games are starting *Several new tournaments and programs are on the horizon*
- Sports/Leagues: Registration is underway for RYFL football/cheer and soccer. Roswell Adult & Senior Center: Will continue to schedule dances and rentals; preparing for upcoming Lifelong Scholars Program which will include several youth classes. Shirley Williams, Senior Recreation Leader retired after 25 years with the Roswell Recreation Division
- Special Events: Assisting with ENMSF. Planning for Halloween Festival & Jazz Festival underway

Submitted by: Laurie Jerge, Recreation Superintendent

Approved by: Tim Williams, Parks and Recreation Director